City Council Regular Meeting
Monday, December 2, 2024 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT**

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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

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

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

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

Annotations

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

84-1409. Terms, defined.

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

Annotations

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

(1983).

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

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

(1) Until January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

(2) Beginning January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

provided if virtual conferencing was not used;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.
Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.
Note: Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

Cross References

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

Annotations

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

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

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

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

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

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

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

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

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

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

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

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

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an 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; and

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

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

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

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13; Laws 2024, LB43, § 21.
Operative Date: July 19, 2024

Annotations

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

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

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

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

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

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

Annotations

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

2. **OATH OF OFFICE**

2.A. Mayor-elect James B. Bulkley, Council Members-elect Charlie Bahr (Ward 1), Troy G. Hiemer (Ward 2), Ron Schilling (Ward 3), and AJ Palensky (Ward 4).

3. **ROLL CALL**

4. **PRAYER**

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

6. **APPOINTMENT OF CITY OFFICERS**

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

MEMORANDUM

DATE: **November 27, 2024**

TO: **City Council Members**

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

SUBJECT: **Appointments**

With your permission, I wish to submit the following names for appointment and to receive the Oath of Office at the December 2, 2024, Columbus City Council meeting.

City Administrator	Tara Vasicek
City Attorney	Law Firm of Sipple, Hansen, Emerson, Schumacher, Klutman, and Valorz, LLC
City Clerk	Shuraya Choat
City Engineer	Rick Bogus
City Finance Director	Heather Lindsley
City Physician	Kipton L. Anderson, M.D.

James B. Bulkley, Mayor

6.A. Tara Vasicek as city administrator.

6.B. Law Firm of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC as city attorney.

6.C. Kipton L. Anderson, M.D. as city physician.

6.D. Shuraya Choat as city clerk.

6.E. Richard J. Bogus, P.E. as city engineer and street superintendent.

6.F. Heather Lindsley as finance director.

7. **ELECTION OF COUNCIL PRESIDENT**

8. **APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE**

8.A. Council Members Cynthia Alarcón, Troy Hiemer, Rich Jablonski, and AJ Palensky to the Public Finance, Judiciary, and Personnel Committee and Council Members Charlie Bahr, Katherine Lopez, Ron Schilling, and J. Prent Roth to the Public Property, Safety, and Works Committee.

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

MEMORANDUM

DATE: **November 26, 2024**

TO: **City Council Members**

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

SUBJECT: **Appointments to Council Committees**

With your permission, I wish to submit the following names for reappointment at the City Council meeting of December 2, 2024. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

PUBLIC FINANCE, JUDICIARY AND PERSONNEL COMMITTEE

- Cynthia Alarcon
- Rich Jablonski
- Troy Hiemer

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE

- Charlie Bahr
- Katherine Lopez
- J. Prent Roth
- Ron Schilling

At the first committee meeting, both committees will need to select their own Chair and Vice Chair for a one-year term, neither of which shall be the President of the Council.

James B. Bulkley, Mayor

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

MEMORANDUM

DATE: **November 26, 2024**

TO: **City Council Members**

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

SUBJECT: **Appointment to Council Committee**

With your permission, I wish to submit the following name for your consideration and appointment at the December 2, 2024, City Council meeting, and request the two-week waiting period be waived.

PUBLIC FINANCE, JUDICIARY AND PERSONNEL COMMITTEE

AJ Palensky

James B. Bulkley, Mayor

9. **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.**

9.A. Minutes of November 18, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
November 18, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on November 18, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on October 30, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcòn, Charlie Bahr, Hope Freshour, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council member Troy Hiemer was absent. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Charles Sherer, Project Engineer Braden Labenz, Communications Director Rachel Pensick, Planning and Economic Development Coordinator Jean Van Iperen, and Communications Manager Matt Lindberg.

2. **PRAYER:** Jablonski led in prayer.

3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.

4. **CONSENT AGENDA:** The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Jablonski and a second by Schilling. Alarcòn, Bahr, Freshour, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Hiemer was absent.

4.A. **Minutes of November 4, 2024, City Council meeting.**

4.B. **Minutes of November 4, 2024, Community Development Agency meeting.**

4.C. **Resolution No. R24-126 renaming 10th Avenue abutting Lot 14, Block A, Lot 20, Block B, and Lots 1 through 6, Block C, Quail Meadows Addition to South 10th Avenue. (Planning Commission recommends approval.)** Resolution No. R24-126 is entitled: A RESOLUTION OF THE MAYOR AND

COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, RENAMING 10TH AVENUE ABUTTING LOT 14, BLOCK A; LOT 20, BLOCK B; AND LOTS 1 THROUGH 6, BLOCK C, QUAIL MEADOWS ADDITION TO "SOUTH 10TH AVENUE" AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

4.D. **Resolution No. R24-127 authorizing payment of various improvement projects.** Resolution No. R24-127 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 AND READY MIX CO., INC., PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, $90,865.00; SCREED TECH LLC, EIGHT-PLACE T-HANGAR AT COLUMBUS MUNICIPAL AIRPORT, $60.247.21.

4.E. **Finance department report.**

4.F. **Payroll and bills on file.** B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pymt; R=Rfnd; RT=Rent; S=Srvc & Supp; T=Trng; 11/22/24 Payroll 847,365.51; 120 Water 3,022.75 S; 911 Custom 227.00 S; A to Z Msgng 130.00 S; Ace Hdwr 921.36 S; Adv Auto 40.12 S; Ag Spray Equip 212.16 S; Aqua Chem 531.60 S; Aqua Pure 13,045.32 S; Armor Equip 501.58 S; Arnold Mtr Sup 808.02 S; Auxiant 155,979.30 I; AVI Systms 28,758.35 S; Behlen Twng 1,500.00 S; A Benesch 3,455.45 CP; BGNE 378.88 S; Bibliotheca 8,550.12 S; Black Hills 2,252.59 S; B McDonald Grg Dr 966.65 S; R Bogus 142.17 E; Bnd Tree Med 596.60 S; Casey's Mail Serv 5,947.22 S; CBS Rprtng 9.70 S; Cntr for Mun Sol 1,570.60 S; Cent Vlly Ag 179.05 S; Chrome & Steel Trck 1,767.00 S; Club Prpht 1,279.00 S; CNC Rpr 9,390.98 S; Col Crdt Serv 110.14 S; Col Cstm Emrdy 284.00 S; Col Fam Rsrc Ctr 10,937.84 RT; Col Plmbng 140.15 S; Col Tire 25.00 S; Cnsldtd Wtr Sol 17,849.98 S; Core & Main 3,080.84 S; Crnhskr Marriott 896.00 S; Crnhskr Pwr 889.60 S; Culligan 140.50 S; D & K Prod 12,605.00 S; Daniels Prod 3,360.00 S; Demco 87.85 S; D Dunbar 19,333.33 P; Duo Lift 2,975.38 S; Eakes 1,862.37 S; Ecolab 644.16 S; Edison Lghtng 930.25 S; Elect Eng 57.14 S; Eller Htng 146.00 S; Extrm Glass 547.00 S; Ferrellgas 147.70 S; First Natl Bnk of Omaha 18,620.30 S; Frontier 1,901.53 S; Galls 115.98 S; Gaver Tr 4,406.82 S; Gehring Constr 93,800.79 CP; Gerhold Cncrt 1,662.86 S; Golfnow 191.22 S; Govwork 8,900.00 S; B Graham 647.11 R; Grainger 93.62 S; Grt Plns Bldg Sup 129.80 S; Grt Plns Comm 1,562.42 S; Gunslingers 192.00 S; Hadley-Braitwait 49.95 S; Hawkins 6,441.67 S; Hrtlnd Ntrl Gas 1,886.57 S; Hrtlnd Offc Clnrs 500.00 S; Hobby Lobby 13.44 S; M Howerter MD 1,294.00 S; Hy-Vee 355.49 S; Interstate Bttry 435.85 S; R. Jablonski 301.50 E; Jackson Serv 1,810.93 S; JEO Cnsltng

1,830.00 CP; Kelly Sup 1,220.88 S; K Samsing 2,160.18 T; Lakeview Sm Eng 185.15 S; Lamar 8,100.00 S; Language Ln Serv 187.69 S; Law Enfrcmnt Smnrs 890.00 T; Lncln Jrnl Str 253.86 S; Logan Cont 58,349.28 CP; Loup 105,175.96 S; Mailbox 152.57 S; Maintainx 6,598.00 S; Matheson Lnwld 417.28 S; Mcmaster-Carr 59.78 S; Menards 307.15 S; Mid-Amrcn Rsrch 6,689.75 S; Mdwst Lab 219.00 S; Mdwst Tape 52.47 S; Mike's Twng 1,950.00 S; Moms & Mops 900.00 S; Motion Ind 1,914.91 S; Motorola 33,731.38 CP; Mueller Sprnklrs 93.00 S; NAPA 47.88 S; NE Hrvstr 88.30 S; NE Law Enf 310.00 S; NE Rec & Park 530.00 M; Newman Sgn 3,129.72 S; NE NE Econ 5,078.75 G; NE NE Sld Wste 69,368.72 S; Obrist 85.00 S; Olson Pest 558.00 S; One Call 415.34 S; One Src 228.50 S; O'Reilly 321.48 S; Paper Tiger 70.00 S; Peak Hldngs 91.37 R; Prfrmnc Prntng 272.72 S; Ptny Bws 42.49 S; Platte Cnty 4,062.00 S; Platte Cnty Reg Deeds 318.00 S; Playaway Prod 170.97 S; Port-A-Johns 450.00 S; Quadient 200.00 S; QMC 7,723.16 S; Reardon Lawn 545.93 S; Rembolt 1,416.00 S; Rvrsd Prtbls 105.00 S; Sapp Bros 41,569.99 S; M Sargent 44.22 E; C Schmidt 20.05 R; Scotus 125.00 S; Screed Tech 60,247.21 CP; Srvcmstr 2,485.00 S; Siouxland Turf 3,170.00 CP; Sipple Hansen 4,822.95 S; Sirius 27,543.60 S; Stanley Ptrlm 1,092.29 S; State Dept of Rev 53,656.04 P; Stericycle 760.57 S; Stryker 1,926.42 S; Spr Svr 90.06 S; Sysco 9,337.01 S; The Fltr Shp 833.26 S; The Glf Shp 1,259.57 S; Tire Outlet 3,440.50 S; Titan 529.65 S; TK Elevator 248.20 S; Too Fast Sup 270.97; Tractor Sup 14.99 S; Tritech Sftwr 450.00 S; Truck Ctr 269.59 S; Trfwrks 455.81 S; Tweet's 35.96 S; Twin Rvr Vet 974.10 S; USA Blue Bk 3,014.82 S; Utility Sctn 390.00 S; C Van Dyke 146.50 S; Van Wall 1,181.95 S; Verizon 61.83 S; Verizon Wrls 880.22 S; Wst Conn 628.66 S; Wellness Prtnrs 10.00 S; Winter Equip 843.75 S; Wise Hvy Equip 368.34 S. Total $1,862,159.86.

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS:

Hiemer arrived at 6:05 p.m.

6.A. Proclamation declaring the week of November 17 as National Hunger and Homelessness Awareness Week. Freshour read a proclamation in honor of National Hunger and Homelessness Awareness Week.

6.B. Proclamation acknowledging service of Hope Freshour as Council Member for the City of Columbus. Bulkley read a proclamation expressing appreciation to Hope Freshour for serving the fourth ward for the past year and a half.

7. PUBLIC HEARINGS:

7.A. Public hearing - Text Amendment to Chapters 151 and 152 of the Columbus City Code, proposing to re-number, re-letter and revise the existing provisions, Tables, and Figures and to adopt said Columbus Land Development Ordinance: Zoning Chapter and Subdivision Chapter. (Planning Commission recommends approval.) No public testimony was

heard. The public hearing closed with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

7.A.1. **Ordinance No. 24-32 adopting text amendments to Chapter 151 and 152 of the Columbus City Code and adopting Columbus Land Development Ordinance: Zoning Chapter and Subdivision Chapter.** The rules were suspended and Ordinance No. 24-32 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO REVISE AND AMEND CHAPTER 151 AND 152 OF THE COLUMBUS CITY CODE SO AS TO ADOPT BY REFERENCE THE “COLUMBUS LAND DEVELOPMENT ORDINANCE: ZONING CHAPTER” AND “COLUMBUS LAND DEVELOPMENT ORDINANCE: SUBDIVISION CHAPTER”; TO AMEND THE CITY CODE TABLE OF CONTENTS TO REFLECT SAID CHANGES; TO WITHDRAW THE VARIOUS EXISTING NUMERICAL PROVISIONS OF CHAPTERS 151 AND 152 FROM THE COLUMBUS CITY CODE BOOK IN ORDER THAT THE VARIOUS NUMERICAL PROVISIONS MAY BE KEPT AND MAINTAINED SEPARATE AND APART FROM THE COLUMBUS CITY CODE BOOK; TO RE-NUMBER, RE-LETTER AND REVISE THE EXISTING CHAPTERS 151 AND 152; TO ADOPT SAID COLUMBUS LAND DEVELOPMENT ORDINANCE AS HEREIN SET FORTH; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Ordinance No. 24-32 was adopted with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

8. **PETITIONS AND COMMUNICATIONS:** None

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

9.A. **Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.** Bogus reported that all eastbound lanes are now open, while the curb and island work in the westbound lanes near 18th Avenue are being completed. He added that periodic lane closures will be needed throughout the coming weeks for tree planting and patch work which has been slightly delayed due to the rain. All four lanes will be open through the winter with NDOT expected to start phase three construction in March of 2025.

10. **REPORTS OF COUNCIL COMMITTEES**

10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - November 12, 2024.**

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

10.A.2. **City policy developing warrants for the use of LED embedded stop signs.** The Public Property, Safety, and Works Committee recommended approval of the city policy. The report was adopted with a motion by Schilling and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. **Quote from Shelby Lumber Company in the amount of $229,700 for roof replacement of east and west shelters in Pawnee Park. CIP #24-15** The quote from Shelby Lumber Company for roof replacements was accepted with a motion by Alarcòn and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.B. **Comments from mayor and city council members.** Freshour stated that serving on the city council has been an honor and extended her gratitude to city staff and fellow council members. She added that it has been a valuable learning experience and encouraged members of the public interested in making a difference in the community to volunteer their time and get involved. Bulkley wished everyone a Happy Thanksgiving.

14. RESOLUTIONS:

14.A. **Resolution No. R24-128 adopting city policy developing warrants for the use of LED embedded stop signs.** Resolution No. R24-128 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE WARRANTS FOR THE USE OF LEDS FOR CONSPICUITY ENHANCEMENT OF STOP SIGNS POLICY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Freshour. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

14.B. **Resolution No. R24-129 approving interlocal cooperation agreement with Polk County, Nebraska for primary emergency communication and 911 dispatch services.** Pensick explained that this is a five-year agreement. Resolution No. R24-129 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING

"INTERLOCAL COOPERATION AGREEMENT FOR PRIMARY EMERGENCY COMMUNICATION AND 911 DISPATCH SERVICES" WHICH PROVIDES SUCH SERVICES BY THE JOINT COMMUNICATION CENTER TO POLK COUNTY, NEBRASKA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Alarcòn and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

14.C. **Resolution No. R24-130 approving professional services agreement with HDR Engineering, Inc. in the amount of $22,500 for Sanitary Sewer Hydraulic Model Conversion project.** Bogus explained that the current model is no longer supported by the necessary computer software, requiring the city to upgrade to a newer sewer model. Resolution No. R24-130 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF $22,500 FOR THE SANITARY SEWER HYDRAULIC MODEL CONVERSION PROJECT, 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 was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

14.D. **Resolution No. R24-131 awarding Community Development Block Grant funds to Melissa Spearman for downtown revitalization.** Resolution No. R24-131 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AWARD OF PROCEEDS IN THE AMOUNT OF $18,492.09 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT NO. 23-DTR-003 TO MELISSA SPEARMAN AS RECOMMENDED BY THE BUSINESS IMPROVEMENT BOARD, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY was adopted with a motion by Lopez and a second by Jablonski. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

15. **ORDINANCES ON FIRST READING:** None

16. **ORDINANCES ON SECOND READING:** None

17. **ORDINANCES ON THIRD READING:** None

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.

19. UNFINISHED BUSINESS: None

20. ADJOURNMENT: The meeting adjourned at 6:23 p.m.

Presented and approved this 2nd day of December 2024.

OFFICE OF THE CITY CLERK
: Shuraya Choat

9.B. Minutes of November 18, 2024, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY
November 18, 2024

A meeting of the mayor and city council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on November 18, 2024, at 6:25 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 15, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcòn, Charlie Bahr, Hope Freshour, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Charles Sherer, Project Engineer Braden Labenz, and Communications Manager Matt Lindberg.

2. **Resolution No. R24-132 approving purchase agreement with Bierman Contracting, Inc.** Resolution No. R24-132 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOT PURCHASE AGREEMENT WITH BIERMAN CONTRACTING, INC., IN ACCORDANCE WITH THE "REDEVELOPMENT PLAN FOR THE 8TH STREET RESIDENTIAL SUBDIVISION REDEVELOPMENT PROJECT" was adopted with a motion by Schilling and second by Hiemer. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

3. **Adjournment**: The meeting adjourned at 6:26 p.m.

Presented and approved this 2nd day of December 2024.

OFFICE OF THE CITY CLERK
: Shuraya Choat

9.C. Minutes of November 18, 2024, Civil Service Commission meeting certifying police officer candidate Evan Cardenas.

CIVIL SERVICE COMMISSION MINUTES **November 18, 2024**

A meeting of the Columbus Civil Service Commission was convened in open and public session on Monday, November 18, 2024 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on October 30, 2024. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:
The following statement: "In compliance with the Open Meetings Act, Legislative Bill 898, Second Session Ninety-Ninth Legislature of Nebraska, a current copy of the Act is available in this meeting room".

Present were members, Troy Loeffelholz, Logan Bronson and Russ Strehle. Member Chis Steinke and Jessica Caban were absent. The minutes from the October 21, 2024 meeting were approved with a motion by Strehle and a second by Loeffelholz with all members voting "Aye".

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

Following discussion, a motion was made by Loeffelholz and seconded by Strehle to certify to the Mayor and City Council, the applicants Evan Cardenas. The motion passed unanimously.

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

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

9.D. Appointment of AJ Palensky to Community Development Agency.

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

MEMORANDUM

DATE: **November 26, 2024**

TO: **City Council Members**

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

SUBJECT: **Appointment**

With your permission, I wish to submit the following name to you for the December 2, 2024, City Council meeting for appointment to the Community Development Agency. The Community Development Agency is comprised of members of the City Council, but not the mayor. Members of the Community Development Agency shall hold office until their successors have been appointed and qualified.

COMMUNITY DEVELOPMENT AGENCY

AJ Palensky

James B. Bulkley, Mayor

9.E. Reappointments of Jon Brezenski, Brad Hansen, and Lynn Sjuts to Board of Parks Commissioners for three-year term.

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

MEMORANDUM

DATE: **November 26, 2024**

TO: **City Council Members**

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

SUBJECT: **Reappointments**

With your permission, I wish to submit the following names to you for reappointment at the December 2, 2024, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

BOARD OF PARKS COMMISSIONERS: (Three Year Term)

Jon Brezenski
Brad Hansen
Lynn Sjuts

James B. Bulkley, Mayor

9.F. Resolution No. R24-133 approving year-end certification to the Nebraska Department of Transportation of Richard J. Bogus as street superintendent for January 1, 2024, through December 31, 2024.

DRAFT

RESOLUTION NO. R24-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE YEAR-END CERTIFICATION TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION OF RICHARD J. BOGUS, CLASS A, LICENSE S-1424, AS CITY STREET SUPERINTENDENT FOR JANUARY 1, 2024, THROUGH DECEMBER 31, 2024, 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, Nebraska Revised Statutes §39-2302 and §39-2511 to §39-2515 details the requirements that must be met in order for a municipality to qualify for an annual incentive payment; and

WHEREAS, the State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify the appointment of the city street superintendent to the NDOT using the Year-End Certification of city street superintendent form; and

WHEREAS, the NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes, showing the appointment of the city street superintendent by their name as it appears on their license (if applicable), their license number (if applicable), and class of license (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS, the NDOT also requires that such Year-End Certification of city street superintendent form shall be signed by the mayor and shall include a copy of the resolution authorizing the signing of the Year-End Certification of city street superintendent form by the mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Year-End Certification to the NDOT of Richard J. Bogus, Class A, License S-1424, as city street superintendent for calendar year 2024, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024**. **RECORD KEEPING**: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

RESOLUTION

SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2024

Resolution No. R24-133

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor [X] Village Board Chairperson [ ] of Columbus
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 2nd (Date) day of December (Month), 2024 at Columbus, Nebraska.

City Council/Village Board Members

Hiemer	Jablonski
Schilling	Alarcón
Palensky	Lopez
Bahr	Roth

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

_____
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below**. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024**. Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024**. **RECORD KEEPING**: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

Year-End Certification of City Street Superintendent
For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January (Month) 1 (Day), 2024 to December (Month) 31 (Day), 2024

(1)(a)** The municipality of Columbus (Print name of City or Village) certifies that: Richard J. Bogus (Print name of Superintendent as it appears on license card if applicable) was the appointed City Street Superintendent during the above period. ***IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: *(Check one box)*

- ☒ Employment with this Municipality
- ☐ Contract (consultant) with this Municipality
- ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____, _____

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* *city engineer* ☒ *village engineer* ☐ *public works director* ☐ *city manager* ☐ *city administrator* ☐ *street commissioner* ☐

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1424 and Class of License A (A or B), and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____

Signature of Mayor ☒ ***Village Board Chairperson*** ☐ *(Check one box)*

***(3)** If during the calendar year your municipality **(a)** did not have an appointed City Street Superintendent for any portion(s) of the year; or **(b)** had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or **(c)** had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent assisted with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.

Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2024 to the back of this Page: For most municipalities this information may be found in the **November or December 2023 or the January 2024 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT *(the forms and meeting minutes)* in a separate file for future reference.

9.G. Resolution No. R24-134 reaffirming city's intent to provide or expand municipal solid waste collection service.

DRAFT

RESOLUTION NO. R24-134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REAFFIRMING ITS INTENT TO PROVIDE OR EXPAND MUNICIPAL SOLID WASTE COLLECTION SERVICE (WHETHER BY USE OF MUNICIPAL EMPLOYEES AND EQUIPMENT OR BY CONTRACT) IN AN AREA WHERE THE COLLECTION OF SOLID WASTE HAS BEEN PROVIDED BY A PRIVATE ENTITY PRIOR TO THE COMMENCEMENT OF SUCH SERVICE BY THE MUNICIPALITY.

NOW, THEREFORE, be it resolved that pursuant to Nebraska Revised Statute §18-1752.01 (Sup. 1995) any municipality may proclaim by resolution its intent to provide or expand municipal solid waste collection service, whether by use of municipal employees and equipment or by contract, in an area where the collection of solid waste has been provided by a private entity prior to the commencement of such service by the municipality; and, be it further resolved that it is the intention of the City of Columbus, Nebraska, to begin municipal solid waste collection in the area.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus hereby reaffirms its intent to begin solid waste collection in the area, whether by use of municipal employees and equipment or by contract, provided however, that said municipal solid waste collection activity shall not commence prior to the expiration of any applicable limitation under Nebraska Revised Statute §18-1752.02 (Sup. 1995).

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

The City of Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: November 20, 2024

TO: City Administrator/Mayor/City Council

FROM: Chuck Sliva, Public Works Director

SUBJECT: DPW – Municipal Solid Waste Collection Service – Resolution of intent to Provide or Expand Services

RECOMMENDATION: Adopt the resolution allowing the city to exercise the option, if appropriate and necessary. To provide or expand the Municipal Solid Waste Collection Services.

DISCUSSION: The resolution allowing the City of Columbus to provide or expand the municipal solid waste collection service by use of municipal employees and equipment, or by contract, in any area where the collection of solid waste has been provided by a private entity.

State of Nebraska Statute Section 18-1752.01.
Solid waste collection service; commencement; resolution; requirements.
Any municipality which intends to provide or expand municipal solid waste collection service in an area where the collection of solid waste has been provided by a private entity for a minimum of ninety days shall, by resolution, proclaim its intent to begin municipal solid waste collection in the area, whether by the use of municipal employees and equipment or by contract. The resolution shall be made by a vote of the governing body at a public meeting.

FISCAL IMPACT: None at this time.

SIGNATURE:

Recommendation By: Chuck Sliva
Chuck Sliva, Public Works Director

Approved By:
Tara Vasicek, City Administrator

9.H. Resolution No. R24-135 authorizing payment of various improvement projects.

DRAFT

RESOLUTION NO. R24-135

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 AND READY MIX CO., INC., PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, $224,326.00.

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

Gehring Const & Ready Mix Co., Inc.	Vitality Village Subdivision & Community Building South Parking Lot	$ 224,326.00

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

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

INTRODUCED BY COUNCIL MEMBER_____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Contractor's Application and Certificate of Payment

100-100-57200-24041 - 224,326.00

	Contractor's Application for Payment No:	10
	Application Period: (From - to)	11/5/24 to 11/19/24
To: City of Columbus (Owner)	From (Contractor): GEHRING CONSTRUCTION & READY MIX CO., INC.	Contractor's Project No.:
Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT		Via (Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: SEE PROJECT SECTIONS		

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:

Number	Additions	Deductions
FO3	$ 3,850.00	
TOTALS	$ 3,850.00	$ -
NET CHANGE	$ 3,850.00	

1. ORIGINAL CONTRACT PRICE	$	2,119,661.00
2. Net change by Field Order and Change Orders	$	3,850.00
3. Current Contract Price (Line 1 ± 2)	$	2,123,511.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate)	$	1,826,949.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3)	$	106,175.55
(When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)		
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	$	1,720,773.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	1,496,447.45
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)	$	224,326.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)	$	402,737.55
(To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)		

Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co., Inc.

By: Stephen Anderson Date: 11-19-24

Printed/Typed Name: Stephen Anderson

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

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

Payment of: $ 224,326.00 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (City Engineer) _____ (Date)

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

Revision 2 10/23/2020

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name:	VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT				Contractor's Pay Application:				10		
Application Period: (From - To)			11/5/24 to 11/19/24								
A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
PROJECT A: SECTION 1: VITALITY VILLAGE SUBDIVISION PAVING & STORMSEWER (CIPS 100-100-57200-24029, TRAIL 100-150-57200-23046, 200-200-57300-20071)											
1	Mobilization	JOB	1	$ 40,000.00	$ 40,000.00	1	$ 40,000.00		$ 40,000.00	100	$ -
2	Traffic and Pedestrian Control	JOB	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00		$ 2,500.00	100	$ -
3	Remove Paving - Including Sawing	SY	675	$ 15.00	$ 10,125.00	176	$ 2,640.00		$ 2,640.00	26	$ 7,485.00
4	Remove Inlet	EA	2	$ 800.00	$ 1,600.00		$ -		$ -	0	$ 1,600.00
5	Clearing and Grubbing	JOB	1	$ 25,000.00	$ 25,000.00	1	$ 25,000.00		$ 25,000.00	100	$ -
6	Remove Trees 12" to 24" Diameter	EA	103	$ 275.00	$ 28,325.00	103	$ 28,325.00		$ 28,325.00	100	$ -
7	Remove Trees 24" Diameter and Greater	EA	92	$ 475.00	$ 43,700.00	92	$ 43,700.00		$ 43,700.00	100	$ -
8	Demolition of Structures & Remove Foundations	JOB	1	$ 45,000.00	$ 45,000.00	1	$ 45,000.00		$ 45,000.00	100	$ -
9	9" P.C. Concrete NDOT Type 47B-3500	SY	265	$ 70.00	$ 18,550.00	116	$ 8,120.00	-	$ 8,120.00	44	$ 10,430.00
10	7" P.C. Concrete NDOT Type 47B-3500	SY	8,840	$ 54.00	$ 477,360.00	8,339	$ 450,306.00	-	$ 450,306.00	94	$ 27,054.00
11	6" P.C. Concrete Trail NDOT Type 47B-3500	SY	2,209	$ 54.00	$ 119,286.00		$ -	-	$ -	0	$ 119,286.00
12	6" P.C. Concrete Stamped and Colored NDOT Type 47B-3500	SY	210	$ 100.00	$ 21,000.00		$ -	-	$ -	0	$ 21,000.00
13	4" P.C. Concrete Sidewalk NDOT Type 47B-3500	SY	123	$ 65.00	$ 7,995.00		$ -	-	$ -	0	$ 7,995.00
14	Construct 1.5' Concrete Header	LF	66	$ 15.00	$ 990.00		$ -		$ -	0	$ 990.00
15	ADA Handicap Ramp Retractable Warning Panel	SF	260	$ 40.00	$ 10,400.00		$ -	-	$ -	0	$ 10,400.00
16	Stop Sign on Telespar Posts	EA	2	$ 275.00	$ 550.00		$ -	-	$ -	0	$ 550.00
17	Remove & Reset Sign	EA	1	$ 500.00	$ 500.00		$ -		$ -	0	$ 500.00
18	Earthwork, Excavation, and Embankment	JOB	1	$ 75,000.00	$ 75,000.00	0.95	$ 71,250.00		$ 71,250.00	95	$ 3,750.00
19	Final Grading, Backfills, and Shaping	JOB	1	$ 40,000.00	$ 40,000.00		$ -		$ -	0	$ 40,000.00
20	Seeding Drilling	Acres	11	$ 3,300.00	$ 35,640.00		$ -		$ -	0	$ 35,640.00
21	Sodding	SF	500	$ 2.00	$ 1,000.00		$ -		$ -	0	$ 1,000.00
22	Hydroseeding	Acres	0.30	$ 6,850.00	$ 2,055.00		$ -		$ -	0	$ 2,055.00
23	Erosion Control Matting	SF	13,800	$ 1.52	$ 20,976.00		$ -		$ -	0	$ 20,976.00
24	Install, Maintain, Remove Silt Fence	LF	4,630	$ 3.00	$ 13,890.00	3,531	$ 10,593.00		$ 10,593.00	76	$ 3,297.00
25	Maintain NPDES, SWPPP, and All BMP's	JOB	1	$ 1,500.00	$ 1,500.00	1	$ 1,500.00		$ 1,500.00	100	$ -
26	Install, Maintain, Remove, Straw Waddle, Around Area	EA	22	$ 250.00	$ 5,500.00		$ -		$ -	0	$ 5,500.00
27	Install, Maintain, Remove Inlet, Protection Around Open Throat Inlets	EA	12	$ 250.00	$ 3,000.00		$ -		$ -	0	$ 3,000.00
28	Install, Maintain, Remove, Construction Entrance	JOB	1	$ 7,500.00	$ 7,500.00	0.70	$ 5,250.00		$ 5,250.00	70	$ 2,250.00
29	Storm Sewer Junction Box	EA	1	$ 4,725.00	$ 4,725.00	6	$ 28,350.00		$ 28,350.00	600	$ (23,625.00)
30	6' Open Throat Inlet	EA	10	$ 4,935.00	$ 49,350.00	10	$ 49,350.00		$ 49,350.00	100	$ -
31	Drive Over Grate Inlet	EA	2	$ 4,620.00	$ 9,240.00	2	$ 9,240.00	-	$ 9,240.00	100	$ -

A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
32	Area Inlet	EA	22	$ 3,833.00	$ 84,326.00	22	$ 84,326.00		$ 84,326.00	100	$ -
33	18" Flared End Section	EA	1	$ 788.00	$ 788.00	1	$ 788.00	-	$ 788.00	100	$ -
34	15" Flared End Section	EA	2	$ 630.00	$ 1,260.00	2	$ 1,260.00	-	$ 1,260.00	100	$ -
35	18" RCP Class III Storm Sewer Pipe	LF	39	$ 53.00	$ 2,067.00	39	$ 2,067.00	-	$ 2,067.00	100	$ -
36	18" HDPE Storm Sewer Pipe with Sand Bedding	LF	152	$ 45.00	$ 6,840.00	152	$ 6,840.00	-	$ 6,840.00	100	$ -
37	15" RCP Class III Storm Sewer Pipe	LF	740	$ 46.00	$ 34,040.00	740	$ 34,040.00	-	$ 34,040.00	100	$ -
38	15" HDPE Storm Sewer Pipe with Sand Bedding	LF	645	$ 39.00	$ 25,155.00	645	$ 25,155.00	-	$ 25,155.00	100	$ -
39	12" HDPE Storm Sewer Pipe with Sand Bedding	LF	311	$ 36.00	$ 11,196.00	311	$ 11,196.00	-	$ 11,196.00	100	$ -
40	10" PVC Schedule 40 Storm Sewer Pipe	LF	1,832	$ 38.00	$ 69,616.00	1,832	$ 69,616.00		$ 69,616.00	100	$ -
41	Over excavation and Crushed Concrete	TON	500	$ 75.00	$ 37,500.00		$ -		$ -	0	$ 37,500.00
42	French Drain in STF	EA	3	$ 3,045.00	$ 9,135.00	3	$ 9,135.00		$ 9,135.00	100	$ -
FO3.3	Remove Fencing, Dispose of wire, etc.	LS	1	$ 3,850.00	$ 3,850.00	1	$ 3,850.00		$ 3,850.00	100	$ -
PROJECT A: SECTION 1: TOTAL (ITEMS 1 - 42)					**$ 1,408,030.00**		**$ 1,069,397.00**	**$ -**	**$ 1,069,397.00**		**$ 338,633.00**
PROJECT A: SECTION 2: SANITARY SEWER (CIP 500-500-57200-24029)											
1	Sanitary Sewer Manhole	VF	66	$ 510.00	$ 33,660.00	85	$ 43,350.00		$ 43,350.00	129	$ (9,690.00)
2	Connect to Existing Manhole	EA	2	$ 945.00	$ 1,890.00	2	$ 1,890.00		$ 1,890.00	100	$ -
3	8" PVC SDR 26 Sanitary Sewer Main	LF	1,971	$ 36.00	$ 70,956.00	2,121	$ 76,356.00		$ 76,356.00	108	$ (5,400.00)
4	8" PVC Restrained Joint Sewer Main	LF	90	$ 69.00	$ 6,210.00	160	$ 11,040.00		$ 11,040.00	178	$ (4,830.00)
5	6" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	265	$ 28.00	$ 7,420.00	294	$ 8,232.00		$ 8,232.00	111	$ (812.00)
6	4" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	813	$ 26.00	$ 21,138.00	824	$ 21,424.00		$ 21,424.00	101	$ (286.00)
7	8" x 4" Sanitary Sewer Service Wye with Bend	EA	22	$ 263.00	$ 5,786.00	23	$ 6,049.00		$ 6,049.00	105	$ (263.00)
8	8" x 6" Sanitary Sewer Service Wye with Bend	EA	6	$ 342.00	$ 2,052.00	7	$ 2,394.00		$ 2,394.00	117	$ (342.00)
9	8" Plug	EA	1	$ 158.00	$ 158.00	1	$ 158.00		$ 158.00	100	$ -
10	Testing	JOB	1	$ 1,260.00	$ 1,260.00	1	$ 1,260.00		$ 1,260.00	100	$ -
11	Directional Bore 8th Street	LF	90	$ 121.00	$ 10,890.00	160	$ 19,360.00		$ 19,360.00	178	$ (8,470.00)
PROJECT A: SECTION 2: TOTAL (ITEMS 1 - 11)					**$ 161,420.00**		**$ 191,513.00**	**$ -**	**$ 191,513.00**		**$ (30,093.00)**
PROJECT A: SECTION 3 WATER (CIP 520-520-57200-24029)											
1	6" PVC DR 18 (C900) Water Main with Locator Wire	LF	2,590	$ 36.00	$ 93,240.00	2,590	$ 93,240.00		$ 93,240.00	100	$ -
2	6" Tapping Tee	EA	3	$ 1,680.00	$ 5,040.00	3	$ 5,040.00		$ 5,040.00	100	$ -
3	6" Tee	EA	11	$ 378.00	$ 4,158.00	11	$ 4,158.00		$ 4,158.00	100	$ -
4	6" 90° Bend	EA	3	$ 305.00	$ 915.00	5	$ 1,525.00		$ 1,525.00	167	$ (610.00)
5	6" Gate Valve with Roadway Box	EA	17	$ 1,470.00	$ 24,990.00	17	$ 24,990.00		$ 24,990.00	100	$ -
6	6" Fire Hydrant	EA	7	$ 5,040.00	$ 35,280.00	8	$ 40,320.00		$ 40,320.00	114	$ (5,040.00)
7	6" Plug	EA	2	$ 105.00	$ 210.00	2	$ 210.00		$ 210.00	100	$ -
8	1" PE SDR 7 Water Service Line	LF	712	$ 17.00	$ 12,104.00	970	$ 16,490.00		$ 16,490.00	136	$ (4,386.00)
9	1" Corporation Stop with Service Saddle	EA	22	$ 289.00	$ 6,358.00	23	$ 6,647.00		$ 6,647.00	105	$ (289.00)
10	1" Curb Stop with Roadway Box	EA	22	$ 363.00	$ 7,986.00	23	$ 8,349.00		$ 8,349.00	105	$ (363.00)
11	2" PE SDR 7 Water Service Saddle	LF	101	$ 21.00	$ 2,121.00	256	$ 5,376.00		$ 5,376.00	253	$ (3,255.00)
12	2" Corporation Stop with Service Saddle	LF	6	$ 578.00	$ 3,468.00	7	$ 4,046.00		$ 4,046.00	117	$ (578.00)
13	2" Curb Stop with Service Saddle	EA	6	$ 630.00	$ 3,780.00	7	$ 4,410.00		$ 4,410.00	117	$ (630.00)
14	Adjust Water Valve to Grade	EA	4	$ 210.00	$ 840.00	4	$ 840.00		$ 840.00	100	$ -
15	Remove and Reset Hydrant North Side of Trail	EA	3	$ 1,155.00	$ 3,465.00	4	$ 4,620.00		$ 4,620.00	133	$ (1,155.00)
16	Testing and Disinfection	JOB	1	$ 788.00	$ 788.00	1	$ 788.00		$ 788.00	100	$ -
PROJECT A: SECTION 3 TOTAL (ITEMS 1-16)					**$ 204,743.00**		**$ 221,049.00**	**$ -**	**$ 221,049.00**		**$ (16,306.00)**

A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT (CIP 24-032)											
1	Mobilization	JOB	1	$ 20,000.00	$ 20,000.00	1	$ 20,000.00		$ 20,000.00	100	$ -
2	Traffic and Pedestrian Control	JOB	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00		$ 2,500.00	100	$ -
3	Curb or Grate Inlet Filter BMP	EA	7	$ 300.00	$ 2,100.00	7	$ 2,100.00		$ 2,100.00	100	$ -
4	Remove Paving, Including Sawing	SY	2,943	$ 12.00	$ 35,316.00	3,139	$ 37,668.00		$ 37,668.00	107	$ (2,352.00)
5	Remove Storm Sewer	LF	88	$ 15.00	$ 1,320.00	88	$ 1,320.00		$ 1,320.00	100	$ -
6	Remove Storm Sewer Junction Box	EA	2	$ 800.00	$ 1,600.00	2	$ 1,600.00		$ 1,600.00	100	$ -
7	Remove Grate Inlet Box	EA	2	$ 800.00	$ 1,600.00	2	$ 1,600.00		$ 1,600.00	100	$ -
8	8" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	544	$ 65.00	$ 35,360.00	645	$ 41,925.00		$ 41,925.00	119	$ (6,565.00)
9	7" P.C. Concrete Parking Lot Paving, NDOT Type 47B-3500	SY	2,166	$ 62.00	$ 134,292.00	2,166	$ 134,292.00		$ 134,292.00	100	$ -
10	7" P.C. Concrete Island Paving with thickened edges, NDOT Type 47B-3500	SY	20	$ 100.00	$ 2,000.00	20	$ 2,000.00		$ 2,000.00	100	$ -
11	6" P.C. Concrete Sleeper Pad, NDOT Type 47B-3500 (Rock)	SY	12	$ 75.00	$ 900.00	12	$ 900.00		$ 900.00	100	$ -
12	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	82	$ 65.00	$ 5,330.00	334	$ 21,710.00		$ 21,710.00	407	$ (16,380.00)
13	15" RCP Class III Storm Sewer Pipe	LF	33	$ 63.00	$ 2,079.00	33	$ 2,079.00		$ 2,079.00	100	$ -
14	12" HDPE Storm Sewer	LF	99	$ 48.00	$ 4,752.00	99	$ 4,752.00		$ 4,752.00	100	$ -
15	12" HDPE Perforated Storm Sewer Wrap and Base	LF	103	$ 53.00	$ 5,459.00	103	$ 5,459.00		$ 5,459.00	100	$ -
16	Storm Sewer Junction Box	EA	4	$ 5,250.00	$ 21,000.00	4	$ 21,000.00		$ 21,000.00	100	$ -
17	Combination Inlet	EA	1	$ 5,250.00	$ 5,250.00	1	$ 5,250.00		$ 5,250.00	100	$ -
18	Grate Inlet	EA	1	$ 4,410.00	$ 4,410.00	1	$ 4,410.00		$ 4,410.00	100	$ -
19	Beehive Inlet with Vertical Pipe	EA	4	$ 1,575.00	$ 6,300.00	4	$ 6,300.00		$ 6,300.00	100	$ -
20	Adjust Water Valve to Grade	EA	1	$ 250.00	$ 250.00	2	$ 500.00		$ 500.00	200	$ (250.00)
21	Pedestrian Crossing Sign with Arrow and Speed Table on Telespar Post	EA	2	$ 400.00	$ 800.00	2	$ 800.00	-	$ 800.00	100	$ -
22	Pedestrian Crossing Ahead Sign on Telespar Post	EA	2	$ 350.00	$ 700.00	2	$ 700.00	-	$ 700.00	100	$ -
23	Handicap Parking Sign on Telespar Post	EA	1	$ 300.00	$ 300.00		$ -		$ -	0	$ 300.00
24	Handicap Parking with Van Accessible Sign on Telespar Post	EA	1	$ 350.00	$ 350.00		$ -		$ -	0	$ 350.00
25	Public Parking Sign on Telespar Post	EA	1	$ 350.00	$ 350.00		$ -		$ -	0	$ 350.00
26	Remove and Reset Sign with Telespar Post	EA	1	$ 300.00	$ 300.00	5	$ 1,500.00		$ 1,500.00	500	$ (1,200.00)
27	Remove and Salvage Sign with Post	EA	1	$ 200.00	$ 200.00	1	$ 200.00		$ 200.00	100	$ -
28	Amended Topsoil in Island	LS	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00		$ 2,500.00	100	$ -
29	Over excavation and Crushed Concrete	TON	300	$ 75.00	$ 22,500.00	45	$ 3,375.00		$ 3,375.00	15	$ 19,125.00
30	30" Diameter Light Pole Base	EA	2	$ 1,600.00	$ 3,200.00	2	$ 3,200.00		$ 3,200.00	100	$ -
31	Double LED Light Pole with Electrical Wiring Complete in Place	EA	3	$ 7,100.00	$ 21,300.00	2	$ 14,200.00		$ 14,200.00	67	$ 7,100.00
32	1" PVC Conduit with Pull String	LF	140	$ 5.00	$ 700.00	140	$ 700.00		$ 700.00	100	$ -
33	1" PVC Conduit with Electrical Wiring	LF	70	$ 5.00	$ 350.00	70	$ 350.00		$ 350.00	100	$ -
34	Electrical Pull Box	EA	1	$ 100.00	$ 100.00	1	$ 100.00		$ 100.00	100	$ -
PROJECT B: TOTAL (ITEMS 1 - 34)					**$ 345,468.00**		**$ 344,990.00**	**$ -**	**$ 344,990.00**		**$ 478.00**
GRAND TOTAL PROJECT A (SECTIONS 1-3) AND PROJECT B					**$ 2,119,661.00**		**$ 1,826,949.00**	**$ -**	**$ 1,826,949.00**		**$ 292,712.00**

9.I. Payroll and bills on file.

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359	911 CUSTOM LLC				
12/03/2024	INVOICE	58541	UNIFORM BADGES	260.00	
			Total:	260.00	
			Net of 1 Invoices / 0 Checks	260.00	
10287	AC&L SPRINKLERS PLUS LLC				
12/03/2024	INVOICE	197296	BLOW OUT SPRINKLER SYSTEM	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
00116	ACE HARDWARE & GARDEN CNT				
12/03/2024	INVOICE	208311/5	ELBOW, O-RING, PLUMBING SUPPLIES	12.50	
12/03/2024	INVOICE	208306/5	THERMOMETER	3.59	
12/03/2024	INVOICE	208271/5	RODENT REPELLANT	22.99	
12/03/2024	INVOICE	208267/5	ANTIFREEZE	13.77	
12/03/2024	INVOICE	208247/5	PROPANE	34.97	
12/03/2024	INVOICE	208232/5	ANTIFREEZE	21.00	
12/03/2024	INVOICE	208235/5	MODIFIED TRS SDS	9.79	
12/03/2024	INVOICE	208240/5	LIGHT BULB FIXTURES	35.80	
12/03/2024	INVOICE	208218/5	NUTS, BOLTS, SCREWS	1.89	
12/03/2024	INVOICE	208185/5	SPRINKLER, TORCH	45.98	
12/03/2024	INVOICE	208187/5	COUPLE INSERT	6.36	
12/03/2024	INVOICE	208199/5	SPRING SNAP	15.54	
12/03/2024	INVOICE	208201/5	NUTS, BOLTS, SCREWS, KEY SCHLAGE	29.90	
12/03/2024	INVOICE	208203/5	PLUG 3-WIRE	4.59	
12/03/2024	INVOICE	208158/5	NUTS, BOLTS, SCREWS	14.08	
12/03/2024	INVOICE	208008/5	SCREWDRIVER SET, CAUTION TAPE, WIRE BRUSH,	48.56	
12/03/2024	INVOICE	208014/5	PVD GROUND CONN, PLUG	10.58	
12/03/2024	INVOICE	208025/5	PAPER TOWELS	7.99	
12/03/2024	INVOICE	208034/5	DOOR STOP	1.79	
12/03/2024	INVOICE	208042/5	C6 LIGHTS, OUTDOOR CORD, TAPCUBE HD GRND	108.52	
12/03/2024	INVOICE	208044/5	KEY MASTER, SINGLE CUT KEYS	9.77	
12/03/2024	INVOICE	208045/5	CM WRENCH COMBO	29.99	
12/03/2024	INVOICE	208052/5	CREDIT - C6 LIGHTS	(89.94)	
12/03/2024	INVOICE	208053/5	CHRISTMAS LIGHTS	94.92	
12/03/2024	INVOICE	208059/5	CHRISTMAS LIGHTS, EXTN CORD	32.97	
12/03/2024	INVOICE	208081/5	AA BATTERIES, TAPE	31.16	
12/03/2024	INVOICE	208101/5	NYLON FLAP BRUSH	22.38	
12/03/2024	INVOICE	208116/5	SCREW WD PHL, NUTS, BOLTS, SCREWS	3.39	
12/03/2024	INVOICE	208146/5	WIRE, MARKERS, SOLDER, SOLDERING TIP, EXTN	45.34	
12/03/2024	INVOICE	208148/5	FLAG, GLUE BOARD, MOUSE TRAP, NUTS, BOLTS,	60.86	
			Total:	691.03	
			Net of 30 Invoices / 0 Checks	691.03	
11034	ACE OVERSIZE STORAGE LLC				
12/03/2024	INVOICE	12.01.2024	TAX ALLOCATION BONDS	4,854.44	
			Total:	4,854.44	
			Net of 1 Invoices / 0 Checks	4,854.44	
00180	ADVANCE AUTO PARTS				
12/03/2024	INVOICE	5606432549916	THERMOSTAT	33.40	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	33.40	
			Net of 1 Invoices / 0 Checks	33.40	
11245	AFICS				
12/03/2024	INVOICE	22-420277	REFUND - OVERPAID	5.70	
			Total:	5.70	
			Net of 1 Invoices / 0 Checks	5.70	
10784	ALL STAR PRO GOLF				
12/03/2024	INVOICE	INV38257	IMPRINTED PENCILS	429.68	
			Total:	429.68	
			Net of 1 Invoices / 0 Checks	429.68	
02304	ALPHAMEDIA USA LLC				
12/03/2024	INVOICE	CC-KL-1241036381	KLIR-FM	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
11241	AMERICAN LIFT & SIGN				
12/03/2024	INVOICE	24SEPT30	SPONSOR PANEL FOR PINNACLE BANK	840.00	
			Total:	840.00	
			Net of 1 Invoices / 0 Checks	840.00	
10561	ARNOLD MOTOR SUPPLY				
12/03/2024	INVOICE	78NV127141	DOOR CHECK	44.16	
12/03/2024	INVOICE	78NV127576	5PC 8" LONG BRASS PIN PUNCH	29.99	
12/03/2024	INVOICE	78NV127782	WIPER BLADES	24.62	
12/03/2024	INVOICE	78NV127702	ALUMINUM HEATER CORE	34.75	
12/03/2024	INVOICE	78NV127100	PM 5W20 SYN BLEND, OIL FILTER	36.12	
12/03/2024	INVOICE	78NV125731	GREASE TUBE	6.76	
12/03/2024	INVOICE	78NV126820	CONTOUR BLADE	35.46	
12/03/2024	INVOICE	78NV127149	2 - 12V HVY DUTY BATTERIES	265.00	
12/03/2024	INVOICE	78NV127407	AIR & OIL FILTER	18.71	
12/03/2024	INVOICE	78NV126303	12V HIGH PERF BATTERY	168.87	
12/03/2024	INVOICE	78NV125919	FITTINGS FOR EXCAVATOR	81.36	
12/03/2024	INVOICE	78NV127656	HI-POWER V-BELTS	74.00	
12/03/2024	INVOICE	78NV127608	HP V-BELTS	43.65	
12/03/2024	INVOICE	78NV127930	AIR FILTER	28.15	
12/03/2024	INVOICE	78NV127819	OIL FILTER	4.41	
12/03/2024	INVOICE	78NV127453	STD MINIATURE LAMP	8.80	
12/03/2024	INVOICE	78NV127812	AIR FILTER	39.45	
12/03/2024	INVOICE	78NV127814	TIE MOUNT	4.19	
12/03/2024	INVOICE	78NV127719	4 - REPLACEMENT LENS	34.84	
			Total:	983.29	
			Net of 19 Invoices / 0 Checks	983.29	
10264	ASSOCIATED FIRE PROTECTION				
12/03/2024	INVOICE	100872	SEMI ANNUAL SPRINKLER INSPECTION	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10663	AUXIANT				
12/03/2024	INVOICE	11212024HEALTH	HEALTH FUNDING	113,086.59	
12/03/2024	INVOICE	11212024FLEX	FLEX FUNDING	1,628.06	
12/03/2024	INVOICE	12012024	STOPLOSS PREMIUM, FEES	59,352.09	
			Total:	174,066.74	
			Net of 3 Invoices / 0 Checks	174,066.74	
02344	BAIRD HOLM LLP				
12/03/2024	INVOICE	325023	CITY SUBDIVISION TIF	2,739.00	
			Total:	2,739.00	
			Net of 1 Invoices / 0 Checks	2,739.00	
10371	BANK OF THE VALLEY				
12/03/2024	INVOICE	12.01.2024	COLUMBUS RETAIL TAX ALLOCATION BONDS #71016	15,432.70	
12/03/2024	INVOICE	12.01.2024	FREDDYS-WHO DEVELOPEMENT TAX ALLOCATION BON	7,900.54	
12/03/2024	INVOICE	12.01.2024	STARBUCKS-WHO DEVELOPMENT TAX ALLOCATION BO	3,768.79	
			Total:	27,102.03	
			Net of 3 Invoices / 0 Checks	27,102.03	
01315	BENESCH ALFRED & COMPANY				
12/03/2024	INVOICE	302296	LIFT STATION DESIGN	10,711.90	
			Total:	10,711.90	
			Net of 1 Invoices / 0 Checks	10,711.90	
00917	BLACKSTONE PUBLISHING				
12/03/2024	INVOICE	2178906	CD'S	224.07	
12/03/2024	INVOICE	2179463	CD	35.99	
			Total:	260.06	
			Net of 2 Invoices / 0 Checks	260.06	
00337	BOMGAARS				
12/03/2024	INVOICE	35422175	TRUE FUEL GAS/OIL	80.98	
12/03/2024	INVOICE	35424065	LEVEL, SCREW, STUD FINDER	78.97	
12/03/2024	INVOICE	35425455	SYN GEAR LUBE	12.99	
12/03/2024	INVOICE	35419072	DRILL BIT, BULK BOLTS	13.48	
12/03/2024	INVOICE	35419588	HOSE CLAMPS	25.16	
12/03/2024	INVOICE	35420998	GLOVES, LINED JACKETS	201.93	
12/03/2024	INVOICE	35421720	GREASE	134.70	
12/03/2024	INVOICE	35424040	SPRING WATER	7.18	
12/03/2024	INVOICE	35424879	SNOW FENCE	12.00	
12/03/2024	INVOICE	35425152	CARTRIDGE FILTER	35.98	
12/03/2024	INVOICE	35428098	GLOVES	26.99	
12/03/2024	INVOICE	35429040	EYEGLASS PROTECTORS	29.98	
12/03/2024	INVOICE	35429567	CABLE HOLDER CLIP, KITCHEN FAUCET	44.98	
12/03/2024	INVOICE	35431565	HOSE SWEEPER NOZZLE, BRASS HOSE SHUT OFF	14.98	
12/03/2024	INVOICE	35432557	BULK TRANSPORT CHAIN	17.96	
12/03/2024	INVOICE	35418593	CUT OFF WHEEL	18.70	
12/03/2024	INVOICE	35422278	AA BATERIES	15.99	
12/03/2024	INVOICE	35424116	WASHING MACHINE HOSE, GLOVES, AA & AAA BATT	64.96	
12/03/2024	INVOICE	35424447	HEX KEY, METRIC END	21.39	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	859.30	
			Net of 19 Invoices / 0 Checks	859.30	
00240	BOUND TREE MEDICAL LLC				
12/03/2024	INVOICE	85562550	FILTERLINE SET, ECG ELECTRODE	615.85	
12/03/2024	INVOICE	85558182	ELECTRODES MEDI-TRACE, DEFIBRILLATION PADS	352.60	
12/03/2024	INVOICE	85556623	SOFT STRETCHER	297.90	
			Total:	1,266.35	
			Net of 3 Invoices / 0 Checks	1,266.35	
10789	BRIGHT HEALTH				
12/03/2024	INVOICE	22-27655	REFUND	1,164.05	
			Total:	1,164.05	
			Net of 1 Invoices / 0 Checks	1,164.05	
10626	CAPITAL ONE - WALMART				
12/03/2024	INVOICE	313711	FOAM BOWLS, CUTLERY FOR BREAKROOM	9.40	
12/03/2024	INVOICE	313276	REC TC PBLUE, BLLN ARCH	6.94	
12/03/2024	INVOICE	697095	TUMBLER, PUMPKIN CARVING KIT, MD SCNT 25CT	12.89	
12/03/2024	INVOICE	444113	KEEBLER SWEET & SALTY, MOTHER'S MYTHICAL CRI	138.48	
12/03/2024	INVOICE	883075	GLAZED CRULLERS, HICHEW, WHOPPERS, TODDLER '	135.05	
12/03/2024	INVOICE	402683	5 - WATER 40PK	26.80	
12/03/2024	INVOICE	310826	1.5 DUR BN	9.28	
12/03/2024	INVOICE	665961	PUFFS, TABLE CLOTH, HOLIDAY LIGHT, HERSEY A:	155.41	
12/03/2024	INVOICE	27668793	HERSEY ASSORT	89.78	
12/03/2024	INVOICE	477231	FRUIT CHEWS, POCKY, ELASTIC CORD, OREAS, TA:	110.25	
			Total:	694.28	
			Net of 10 Invoices / 0 Checks	694.28	
10714	CELLEBRITE INC				
12/03/2024	INVOICE	INVUS277378	PHYSICAL EXTRACTION & ANALYZER SUBSCRIPTION	6,450.00	
			Total:	6,450.00	
			Net of 1 Invoices / 0 Checks	6,450.00	
00293	CENTRAL VALLEY AG COOPERATIVE				
12/03/2024	INVOICE	2342300	2-4D LV6	192.40	
			Total:	192.40	
			Net of 1 Invoices / 0 Checks	192.40	
10795	CHESTERMAN COMPANY				
12/03/2024	INVOICE	11616402	PEACE TEA, MONSTER, ROOTBEER, LEMONADE, COK:	94.78	
			Total:	94.78	
			Net of 1 Invoices / 0 Checks	94.78	
01114	CIVIC PLUS				
12/03/2024	INVOICE	318610	STANDARD DEPARTMENT HEADER ANNUAL FEE: PARK:	933.73	
12/03/2024	INVOICE	319271	CIVICREC, CP PAY ANNUAL FEES, AUDIOEYE MANA(	27,063.95	
			Total:	27,997.68	
			Net of 2 Invoices / 0 Checks	27,997.68	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03140	COLUMBUS AREA CHAMBER OF				
12/03/2024	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,100.00	
			Total:	1,100.00	
			Net of 1 Invoices / 0 Checks	1,100.00	
10874	COLUMBUS COMMUNITY FOUNDATION INC				
12/03/2024	INVOICE	12.01.2024	FRC TAX ALLOCATION BONDS	11,693.29	
			Total:	11,693.29	
			Net of 1 Invoices / 0 Checks	11,693.29	
03141	COLUMBUS COMMUNITY HOSPITAL				
12/03/2024	INVOICE	10002274	PHARMACY - FIRE DEPARTMENT	877.35	
			Total:	877.35	
			Net of 1 Invoices / 0 Checks	877.35	
10307	COLUMBUS WESTGATE, LLC				
12/03/2024	INVOICE	12.01.2024	HOBBY LOBBY TAX ALLOCATION BONDS	15,591.00	
			Total:	15,591.00	
			Net of 1 Invoices / 0 Checks	15,591.00	
02718	CORE & MAIN LP				
12/03/2024	INVOICE	W041951	OMNI+ 9 T2 100CF	1,474.00	
12/03/2024	INVOICE	W052333	19 - 510M S/POINT M2 WIRED	3,572.00	
			Total:	5,046.00	
			Net of 2 Invoices / 0 Checks	5,046.00	
03149	CULLIGAN OF COLUMBUS				
12/03/2024	INVOICE	289258	SALT PELLET DELIVERED	52.00	
			Total:	52.00	
			Net of 1 Invoices / 0 Checks	52.00	
11262	DANA UDEY				
12/03/2024	INVOICE	22-250616COCFD	REFUND	1,067.40	
			Total:	1,067.40	
			Net of 1 Invoices / 0 Checks	1,067.40	
03279	DAS STATE ACCOUNTING				
12/03/2024	INVOICE	1456609	MONTHLY NETWORK CHARGES	1,356.79	
12/03/2024	INVOICE	1456560	MONTHLY NETWORK CHARGES	307.20	
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
11258	DONALD SEMIN				
12/03/2024	INVOICE	23-519746	REFUND	730.70	
			Total:	730.70	
			Net of 1 Invoices / 0 Checks	730.70	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11260	DONNA STODDARD				
12/03/2024	INVOICE	23-1119060-COCF	REFUND - OVERPAID	85.09	
			Total:	85.09	
			Net of 1 Invoices / 0 Checks	85.09	
03158	EAKES OFFICE SOLUTIONS				
12/03/2024	INVOICE	9044212-0	LABELS, TAPE CARTRIDGE, TAPE	72.25	
12/03/2024	INVOICE	9042285-1	LINERS	153.66	
12/03/2024	INVOICE	INV604331	COPIER CONTRACT	265.43	
12/03/2024	INVOICE	9042285-0	M-FOLD TOWELS, BATH TISSUE, CENTER PULL TOWI	262.78	
12/03/2024	INVOICE	9038196-0	ACRYLIC PLATE	15.25	
12/03/2024	INVOICE	9038276-0	CLEANING KIT	14.56	
12/03/2024	INVOICE	9039679-0	SHREDDER	99.99	
12/03/2024	INVOICE	9040281-0	TONER CARTRIDGE	204.99	
12/03/2024	INVOICE	INV603330	COPIER CONTRACT	180.95	
12/03/2024	INVOICE	INV602232	COPIER CONTRACT	287.64	
12/03/2024	INVOICE	INV602628	COPIER CONTRACT	189.49	
12/03/2024	INVOICE	INV602629	COPIER CONTRACT	417.97	
			Total:	2,164.96	
			Net of 12 Invoices / 0 Checks	2,164.96	
11244	EGAN SUPPLY CO				
12/03/2024	INVOICE	393241	CLEANING SUPPLIES, LINERS, MF TOWELS	572.01	
12/03/2024	INVOICE	393611	JANITOR SUPPLIES - MF TOWELS, TOILET BOWL C:	385.22	
12/03/2024	INVOICE	393710	CREDIT - RETURN RESTROOM CLEANER	(73.80)	
			Total:	883.43	
			Net of 3 Invoices / 0 Checks	883.43	
02953	ELECTRONIC CONTRACTING CO.				
12/03/2024	INVOICE	65288	SAPLING DIGITAL, IP, 3100 MODEL	593.33	
			Total:	593.33	
			Net of 1 Invoices / 0 Checks	593.33	
01597	ELECTRONIC ENGINEERING				
12/03/2024	INVOICE	853005585-1	INSTALL EQUIPMENT INTO VEHICLE #197	2,650.00	
			Total:	2,650.00	
			Net of 1 Invoices / 0 Checks	2,650.00	
03162	ELLER HEATING AIR CONDITIONING				
12/03/2024	INVOICE	241118.12	FAB DOOR EXTENSION FOR RTU DEHUMIDIFIER	561.83	
			Total:	561.83	
			Net of 1 Invoices / 0 Checks	561.83	
11240	ENGINEERED CONTROLS INC				
12/03/2024	INVOICE	64440	SERVICE AGREEMENT NOV 2024 TO JAN 2025	1,550.00	
			Total:	1,550.00	
			Net of 1 Invoices / 0 Checks	1,550.00	
00771	ENVISIONWARE, INC				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2024	INVOICE	INV-US-73828	AUTHENTICATION & ACCOUNTING MODULE	6,455.93	
			Total:	6,455.93	
			Net of 1 Invoices / 0 Checks	6,455.93	
01864	FAIRFIELD INN & SUITES				
12/03/2024	INVOICE	77620	RICK BOGUS	134.95	
12/03/2024	INVOICE	77621	BRADEN LABENZ	134.95	
			Total:	269.90	
			Net of 2 Invoices / 0 Checks	269.90	
03165	FASTENAL COMPANY				
12/03/2024	INVOICE	NECOL257038	4,000 GREEN 4X5	665.16	
			Total:	665.16	
			Net of 1 Invoices / 0 Checks	665.16	
10813	FIRST INTERSTATE BANK				
12/03/2024	INVOICE	12.01.2024	4J CAPITAL TAX ALLOCATION BONDS #710163257	158,345.54	
			Total:	158,345.54	
			Net of 1 Invoices / 0 Checks	158,345.54	
10630	FIVE POINTS BANK				
12/03/2024	INVOICE	12.01.2024	HOTEL-COLUMBUS LODGING TAX ALLOCATION BONDS	23,134.40	
			Total:	23,134.40	
			Net of 1 Invoices / 0 Checks	23,134.40	
00459	GALE				
12/03/2024	INVOICE	85856108	MATERIALS	54.73	
			Total:	54.73	
			Net of 1 Invoices / 0 Checks	54.73	
03174	GEHRING CONSTRUCTION &				
12/03/2024	INVOICE	10	VITALITY VILLAGE SUBDIVISION & COMM BLDG S :	224,326.00	
			Total:	224,326.00	
			Net of 1 Invoices / 0 Checks	224,326.00	
03178	GERHOLD CONCRETE COMPANY				
12/03/2024	INVOICE	495957	17TH ST & 25TH AVE	910.92	
12/03/2024	INVOICE	495508	23RD ST & PERSHING ROAD	175.17	
12/03/2024	INVOICE	495509	25TH AVE & 20TH ST	666.20	
			Total:	1,752.29	
			Net of 3 Invoices / 0 Checks	1,752.29	
11250	GLENDA BROCKEMEIER				
12/03/2024	INVOICE	22-401234COCFD	REFUND - OVERPAID	784.54	
			Total:	784.54	
			Net of 1 Invoices / 0 Checks	784.54	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11254	GORDON HULL				
12/03/2024	INVOICE	22-32149COCFD	REFUND - OVERPAID	79.22	
			Total:	79.22	
			Net of 1 Invoices / 0 Checks	79.22	
01373	GRAINGER				
12/03/2024	INVOICE	9310990453	WATER PRESSURE REDUCING VALVE	741.73	
			Total:	741.73	
			Net of 1 Invoices / 0 Checks	741.73	
10627	GRANVILLE CUSTOM HOMES, INC.				
12/03/2024	INVOICE	12.01.2024	FRONTIER REDEVELOPMENT TAX ALLOCATION BONDS	23,589.01	
12/03/2024	INVOICE	12.01.2024	FARM VIEW TAX ALLOCATION BONDS	154,668.66	
12/03/2024	INVOICE	12.01.2024	FRONTIER REDEVELOPMENT TAX ALLOCATION BONDS	43,236.35	
			Total:	221,494.02	
			Net of 3 Invoices / 0 Checks	221,494.02	
10424	GREAT PLAINS STATE BANK				
12/03/2024	INVOICE	12.01.2024	COLUMBUS RETAIL TAX ALLOCATION BONDS #71016	18,184.31	
12/03/2024	INVOICE	12.01.2024	HOTEL-WHO DEVELOPEMENT TAX ALLOCATION BONDS	5,969.14	
			Total:	24,153.45	
			Net of 2 Invoices / 0 Checks	24,153.45	
11263	GREGG YOUNG TOYOTA OF COLUMBUS				
12/03/2024	INVOICE	31607	OIL CHANGE	87.06	
			Total:	87.06	
			Net of 1 Invoices / 0 Checks	87.06	
01958	HAMPTON INN KEARNEY				
12/03/2024	INVOICE	97709590	NICK MOUSEL	269.90	
12/03/2024	INVOICE	93507158	MARTY EATON	404.85	
12/03/2024	INVOICE	96915158	AMY SLIVA	404.85	
12/03/2024	INVOICE	91148630	BRANDON ZAKRZEWSKI	404.85	
12/03/2024	INVOICE	94555606	CHUCK SLIVA	404.85	
12/03/2024	INVOICE	97177622	TRENT TOBIASON	269.90	
12/03/2024	INVOICE	96391350	JORDAN BLAHAK	404.85	
12/03/2024	INVOICE	93245366	GREG VACHA	269.90	
			Total:	2,833.95	
			Net of 8 Invoices / 0 Checks	2,833.95	
00272	HAWKINS INC				
12/03/2024	INVOICE	6913885	CHEMICALS	7,499.60	
			Total:	7,499.60	
			Net of 1 Invoices / 0 Checks	7,499.60	
10271	HD SUPPLY				
12/03/2024	INVOICE	836600676	LINERS	28.49	
12/03/2024	INVOICE	836600668	TIDE PODS	103.03	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	131.52	
			Net of 2 Invoices / 0 Checks	131.52	
00150	HOMETOWN LEASING				
12/03/2024	INVOICE	4	COPIER LEASE PAYMENT	232.93	
			Total:	232.93	
			Net of 1 Invoices / 0 Checks	232.93	
03194	INGRAM LIBRARY SERVICES, INC				
12/03/2024	INVOICE	84858225	MATERIALS	481.32	
12/03/2024	INVOICE	84803344	MATERIALS	548.17	
12/03/2024	INVOICE	84646464	MATERIALS	765.22	
12/03/2024	INVOICE	84565502	MATERIALS	1,014.26	
12/03/2024	INVOICE	84882966	MATERIALS	82.07	
12/03/2024	INVOICE	84871750	MATERIALS	110.11	
12/03/2024	INVOICE	84677869	MATERIALS	79.80	
12/03/2024	INVOICE	84710109	MATERIALS	128.16	
12/03/2024	INVOICE	84577748	MATERIALS	228.34	
			Total:	3,437.45	
			Net of 9 Invoices / 0 Checks	3,437.45	
00450	J P COOKE COMPANY				
12/03/2024	INVOICE	857293	DOG TAGS	254.93	
			Total:	254.93	
			Net of 1 Invoices / 0 Checks	254.93	
03199	JACKSON SERVICES INC				
12/03/2024	INVOICE	5439164	MATS, SHOP TOWELS ORANGE, UNIFORMS	295.97	
12/03/2024	INVOICE	5439165	UNIFORMS	139.56	
12/03/2024	INVOICE	5439173	MATS, ROLLER TOWELS, UNIFORMS	127.87	
12/03/2024	INVOICE	5439174	UNIFORMS	95.99	
12/03/2024	INVOICE	5439175	MATS, BAR TOWELS, SHOP TOWEL ORANGE	35.59	
12/03/2024	INVOICE	5439176	UNIFORMS	26.65	
12/03/2024	INVOICE	5439178	MOPS, MATS	60.11	
12/03/2024	INVOICE	5436434	UNIFORMS	250.10	
12/03/2024	INVOICE	5436497	MATS, MOPS, POLISH TOWELS, SHOP TOWEL ORANGI	135.77	
12/03/2024	INVOICE	5432868	BAR MOPS, MICROFIBER TOWELS, APRONS	54.25	
12/03/2024	INVOICE	5432871	UNIFORMS	25.67	
12/03/2024	INVOICE	5432872	UNIFORMS	75.62	
12/03/2024	INVOICE	5432873	MAT	24.92	
12/03/2024	INVOICE	5434739	UNIFORMS	139.58	
12/03/2024	INVOICE	5434746	UNIFORMS	91.80	
12/03/2024	INVOICE	5434747	UNIFORMS	96.01	
12/03/2024	INVOICE	5434748	SOAP FOAM, MAT	21.07	
12/03/2024	INVOICE	5434749	UNIFORMS	26.67	
12/03/2024	INVOICE	5437255	UNIFORMS	75.60	
12/03/2024	INVOICE	5437246	MATS	65.18	
12/03/2024	INVOICE	5437254	UNIFORMS	25.65	
			Total:	1,889.63	
			Net of 21 Invoices / 0 Checks	1,889.63	
11252	JAMES CARNEY				
12/03/2024	INVOICE	22-16467COCFD	REFUND - PAID TWICE	782.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	782.00	
			Net of 1 Invoices / 0 Checks	782.00	
11243	JENNIFER BARROW				
12/03/2024	INVOICE	11.19.2024	ONE PACKAGE - VECTOR BADGE	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
11251	JOANN BRYANT				
12/03/2024	INVOICE	23-516739	REFUND - OVERPAID	526.30	
			Total:	526.30	
			Net of 1 Invoices / 0 Checks	526.30	
11103	JONES GROUP				
12/03/2024	INVOICE	13610	PUBLIC OFFICALS BOND - R SCHILLING	50.00	
12/03/2024	INVOICE	13611	PUBLIC OFFICALS BOND - T HIEMER	50.00	
12/03/2024	INVOICE	13612	PUBLIC OFFICALS BOND - J BULKLEY	50.00	
12/03/2024	INVOICE	13614	PUBLIC OFFICALS BOND - C BAHR	50.00	
12/03/2024	INVOICE	13638	NEW PBON	50.00	
			Total:	250.00	
			Net of 5 Invoices / 0 Checks	250.00	
11257	JUANITA MUELLER				
12/03/2024	INVOICE	22-410929COCFD	REFUND - PAID TWICE	280.00	
			Total:	280.00	
			Net of 1 Invoices / 0 Checks	280.00	
03202	KELLY SUPPLY COMPANY				
12/03/2024	INVOICE	S12299692-0	6" FLEXIBLE RUBBER CLEAN-OUT	71.89	
12/03/2024	INVOICE	S12300226-0	MALE ADPT, BUSH, COUP, ELL, UNION	160.92	
12/03/2024	INVOICE	S12300098-0	SUPER BLUE RIBBON V-BELT	41.20	
12/03/2024	INVOICE	S12299995-0	BRAIDED VINYL TUBING, HOSE SHANK, HOSE BARB	92.56	
			Total:	366.57	
			Net of 4 Invoices / 0 Checks	366.57	
03205	KIRKHAM MICHAEL & ASSOCIATES				
12/03/2024	INVOICE	96799	CONSTRUCT 8-PLACE T-HANGAR	14,157.35	
			Total:	14,157.35	
			Net of 1 Invoices / 0 Checks	14,157.35	
01183	LARM (LEAGUE ASSOCIATION OF				
12/03/2024	INVOICE	111990	CREDIT - ENDORSEMENT #13	(566.90)	
12/03/2024	INVOICE	111922	ENDORSEMENT #12	579.54	
12/03/2024	INVOICE	111908	ENDORSEMENT #11	195.85	
			Total:	208.49	
			Net of 3 Invoices / 0 Checks	208.49	
10301	LARSON FAMILY REAL ESTATE				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2024	INVOICE	12.01.2024	SLUMBERLAND TAX ALLOCATION BONDS	14,152.09	
			Total:	14,152.09	
			Net of 1 Invoices / 0 Checks	14,152.09	
02596	LAWSON PRODUCTS				
12/03/2024	INVOICE	9312016450	PAINT MARKER - WHITE, YELLOW, ORANGE	44.28	
12/03/2024	INVOICE	9312012317	ECONOMY 32X150, CABLE TIES	162.46	
12/03/2024	INVOICE	9312012318	SPACE SAVER RACK, DRAWER	107.90	
			Total:	314.64	
			Net of 3 Invoices / 0 Checks	314.64	
11255	LEON JANSSEN				
12/03/2024	INVOICE	22-196317COCFD	REFUND - PAID TWICE	61.97	
			Total:	61.97	
			Net of 1 Invoices / 0 Checks	61.97	
00103	LINCOLN JOURNAL STAR				
12/03/2024	INVOICE	118-60003415	MINUTES, HEARINGS, ORDINANCES	980.28	
			Total:	980.28	
			Net of 1 Invoices / 0 Checks	980.28	
00822	LINCOLN WINWATER WORKS				
12/03/2024	INVOICE	10709901	BACKFLOW PREVENTOR	863.90	
			Total:	863.90	
			Net of 1 Invoices / 0 Checks	863.90	
03214	LOUP POWER DISTRICT				
12/03/2024	INVOICE	169140 NOV 24	ELECTRICITY	35.88	
12/03/2024	INVOICE	169141 NOV 24	ELECTRICITY	47.14	
			Total:	83.02	
			Net of 2 Invoices / 0 Checks	83.02	
11256	LUCILLE KALINOWSKI				
12/03/2024	INVOICE	22-331541COCFD	REFUND - OVERPAID	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
11259	MARY STOCKINGER				
12/03/2024	INVOICE	22-278954COCFD	REFUND	80.68	
			Total:	80.68	
			Net of 1 Invoices / 0 Checks	80.68	
03212	MATHESON-LINWELD				
12/03/2024	INVOICE	0030601608	OXYGEN	64.46	
			Total:	64.46	
			Net of 1 Invoices / 0 Checks	64.46	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10692	MEDLINE INDUSTRIES INC				
12/03/2024	INVOICE	2345218347	SET-SOLUTION INTERLINK, TITAN PC SHEET, TIT	1,293.77	
			Total:	1,293.77	
			Net of 1 Invoices / 0 Checks	1,293.77	
03220	MENARDS				
12/03/2024	INVOICE	17329	GORILLA TAPE, SANDPAPER	22.93	
12/03/2024	INVOICE	17197	100 CT LED DIAMOND C6	17.97	
12/03/2024	INVOICE	17198	PORTABLE LIGHTUP LOCK BOX	33.99	
12/03/2024	INVOICE	17016	50:1 FULE PREMIX, 4X4 COVER GFCI	48.86	
12/03/2024	INVOICE	16933	BATTERY BOX, MORTAR MIX, GREATSTUFF, PAIL,	157.82	
12/03/2024	INVOICE	16682	GARAGE DOOR LUBE, 6 VOLT BATTERY, 18OZ PENE	112.94	
12/03/2024	INVOICE	16697	SWITCHPLATE, COM TOGGLE, WIRE, SCREWS, PVC	299.09	
12/03/2024	INVOICE	16825	FEBREZE, SWIFFER DUSTER, HOOKS, TOILET CLEA	229.43	
12/03/2024	INVOICE	16792	48" T8 32W 6500K, 96" 75W T12 6500K	68.27	
12/03/2024	INVOICE	16826	AIR FILTERS	83.88	
12/03/2024	INVOICE	16874	WATER	14.36	
12/03/2024	INVOICE	16851	14" METAL CUT-OFF	15.98	
12/03/2024	INVOICE	16924	LEVER NUTS	15.99	
			Total:	1,121.51	
			Net of 13 Invoices / 0 Checks	1,121.51	
00205	MID-STATE ENGINEERING & TESTING				
12/03/2024	INVOICE	2043-0	PAWNEE PARK BASEBALL FIELD	1,290.00	
12/03/2024	INVOICE	2064-0	VITALITY SUBDIVISION	930.00	
			Total:	2,220.00	
			Net of 2 Invoices / 0 Checks	2,220.00	
00192	MIDWEST MACHINE & TOOL INC				
12/03/2024	INVOICE	51651	LOVEJOY COUPLINGS	700.00	
			Total:	700.00	
			Net of 1 Invoices / 0 Checks	700.00	
03226	MIDWEST SERVICE & SALES CO				
12/03/2024	INVOICE	0036275	DOUBLE BEVEL CURVE STANDARD	87.00	
			Total:	87.00	
			Net of 1 Invoices / 0 Checks	87.00	
00487	MIDWEST TAPE LLC				
12/03/2024	INVOICE	506273951	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, EBOOK	639.72	
12/03/2024	INVOICE	506275899	DVD'S	116.19	
12/03/2024	INVOICE	506343007	DVD'S	243.57	
12/03/2024	INVOICE	506370838	DVD'S	152.93	
			Total:	1,152.41	
			Net of 4 Invoices / 0 Checks	1,152.41	
02622	MOTOROLA SOLUTIONS INC.				
12/03/2024	INVOICE	8282024516	ENHANCED VHF MOBILE	128,324.60	
			Total:	128,324.60	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	128,324.60	
01980	MUNDIL GREGORY				
12/03/2024	INVOICE	11.25.2024	REIMBURSE WORK GLOVES	22.14	
			Total:	22.14	
			Net of 1 Invoices / 0 Checks	22.14	
10225	NAPA AUTO PARTS OF COLUMBUS				
12/03/2024	INVOICE	753153	WELDING GLOVES	88.38	
12/03/2024	INVOICE	753225	DRIVESHAFT BEARING	32.46	
12/03/2024	INVOICE	753189	BATTERY, TIRE VALVE TOOL	33.48	
			Total:	154.32	
			Net of 3 Invoices / 0 Checks	154.32	
10306	NBC CAPITAL, LLC				
12/03/2024	INVOICE	12.01.2024	RAMADA TIF PROJECT	45,883.65	
			Total:	45,883.65	
			Net of 1 Invoices / 0 Checks	45,883.65	
11264	NEBRASKA COMMUNITY FOUNDATION				
12/03/2024	INVOICE	11.26.2024	GRANT OVERPAYMENT	15,000.00	
			Total:	15,000.00	
			Net of 1 Invoices / 0 Checks	15,000.00	
03234	NEBRASKA LIBRARY COMMISSION				
12/03/2024	INVOICE	32755	PROQUEST ANCESTRY LIBRARY EDITION 1-1-25 TO	1,543.96	
			Total:	1,543.96	
			Net of 1 Invoices / 0 Checks	1,543.96	
10266	NEBRASKA MUNICIPAL CLERKS' ASSOC				
12/03/2024	INVOICE	12.01.2024	MEMBERSHIP DUES 2024-2025 - SHURAYA CHOAT	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00444	NEBRASKA PUBLIC HEALTH				
12/03/2024	INVOICE	584747	TESTING	570.00	
			Total:	570.00	
			Net of 1 Invoices / 0 Checks	570.00	
02625	NEBRASKA TOTAL CARE				
12/03/2024	INVOICE	23-2004276	REFUND - ZALIS AGUILAR PEREZ	221.33	
			Total:	221.33	
			Net of 1 Invoices / 0 Checks	221.33	
02840	NEBTECH CALIBRATION INC.				
12/03/2024	INVOICE	5025	BACKFLOW ASSEMBLY KIT	204.96	
			Total:	204.96	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	204.96	
01139	NEWMAN CHERYL				
12/03/2024	INVOICE	22-198468COCFD	REFUND - OVERPAID	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
12/03/2024	INVOICE	25649	DHA TRUST OCTOBER 2024 ADMIN SERVICES	67.50	
12/03/2024	INVOICE	25647	CDBG DHA OCTOBER 2024 ADMIN SERVICES	67.50	
			Total:	135.00	
			Net of 2 Invoices / 0 Checks	135.00	
03247	NORTHWEST ELECTRIC LLC				
12/03/2024	INVOICE	226147	15HP EXP 1800	1,958.18	
			Total:	1,958.18	
			Net of 1 Invoices / 0 Checks	1,958.18	
00350	NOSWETT FENCING INC				
12/03/2024	INVOICE	15750	INSTALL BLACK STEEL FRAMED GATE	1,150.00	
			Total:	1,150.00	
			Net of 1 Invoices / 0 Checks	1,150.00	
00358	OBRIST & CO INC				
12/03/2024	INVOICE	16134	INSTALL FAUCET	390.00	
			Total:	390.00	
			Net of 1 Invoices / 0 Checks	390.00	
03249	OCCUPATIONAL HEALTH SERV				
12/03/2024	INVOICE	78931	DRUG SCREEN, NURSE ASSESSMENT	490.00	
12/03/2024	INVOICE	78932	HEPATITIS B VACCINATION, PRE EMPLOYMENT DRU(	892.00	
12/03/2024	INVOICE	79010	DRUG SCREEN - POST ACCIDENT	117.00	
			Total:	1,499.00	
			Net of 3 Invoices / 0 Checks	1,499.00	
02922	OLIVER PACKAGING AND				
12/03/2024	INVOICE	228835	2C AND 3C HDM TRAYS	4,411.68	
12/03/2024	INVOICE	228764	FILM ROLL FOR 2C AND 3C TRAYS	418.46	
			Total:	4,830.14	
			Net of 2 Invoices / 0 Checks	4,830.14	
00176	O'REILLY AUTOMOTIVE INC				
12/03/2024	INVOICE	0681-312391	8" BRUSH	29.98	
12/03/2024	INVOICE	0681-312413	PULLER KIT	22.99	
12/03/2024	INVOICE	0681-313304	ANTI FREEZE	45.98	
12/03/2024	INVOICE	0681-313361	10.7 OZ START FLUID	21.56	
12/03/2024	INVOICE	0681-313034	4 - CAPSULE	29.34	
12/03/2024	INVOICE	0681-313309	POWER INVERTER	449.99	
12/03/2024	INVOICE	0681-311416	14OZ BRAKE CLEAN	83.76	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	683.60	
			Net of 7 Invoices / 0 Checks	683.60	
03010	PACE ANALYTICAL SERVICES LLC				
12/03/2024	INVOICE	2460217365	WATER TESTING	1,146.40	
			Total:	1,146.40	
			Net of 1 Invoices / 0 Checks	1,146.40	
11261	PATRICIA TICHOTA				
12/03/2024	INVOICE	23-1053214	REFUND - DUPLICATE PAYMENT	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
MISC	PERALES ERNESTO & MAJUAN GLADIS				
12/03/2024	INVOICE	11/20/2024	UB refund for account: 300-52140-22	77.60	
			Total:	77.60	
			Net of 1 Invoices / 0 Checks	77.60	
00345	PETE LIEN & SONS INC.				
12/03/2024	INVOICE	CD99246569	QUICKLIME FINES	7,149.87	
			Total:	7,149.87	
			Net of 1 Invoices / 0 Checks	7,149.87	
03258	PETTY CASH				
12/03/2024	INVOICE	881690	4 LIEN FILINGS	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
11253	PHILIP GREIG				
12/03/2024	INVOICE	22-329127	REFUND - OVER PAID	3.26	
			Total:	3.26	
			Net of 1 Invoices / 0 Checks	3.26	
10649	PINNACLE BANK				
12/03/2024	INVOICE	12.01.2024	EKEA TAX ALLOCATION BONDS	12,295.34	
			Total:	12,295.34	
			Net of 1 Invoices / 0 Checks	12,295.34	
11195	PLAYAWAY PRODUCTS LLC				
12/03/2024	INVOICE	480778	WONDERBOOK SING ALONG BOOKS	1,092.80	
			Total:	1,092.80	
			Net of 1 Invoices / 0 Checks	1,092.80	
11242	PREMIER POLYSTEEL				
12/03/2024	INVOICE	71085	MEMORIAL BENCH, PICNIC TABLES	4,165.00	
			Total:	4,165.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	4,165.00	
10416	QUADIENT LEASING USA, INC.				
12/03/2024	INVOICE	Q1603879	LEASE PAYMENT 12/20/24 - 3/19/25	681.00	
			Total:	681.00	
			Net of 1 Invoices / 0 Checks	681.00	
03163	RENSENHOUSE				
12/03/2024	INVOICE	1145-1025127	IND TIME DELAY FUSES	562.65	
			Total:	562.65	
			Net of 1 Invoices / 0 Checks	562.65	
10643	RUTT'S HEATING & A/C INC				
12/03/2024	INVOICE	12964	WASHABLE METAL FILTER	36.93	
			Total:	36.93	
			Net of 1 Invoices / 0 Checks	36.93	
10500	SAHLING KENWORTH-COLUMBUS				
12/03/2024	INVOICE	043P308666	COOLANT LEVEL SENSOR AND MODULE, JUMPER	594.02	
			Total:	594.02	
			Net of 1 Invoices / 0 Checks	594.02	
03271	SCHIEFFER SIGNS INC				
12/03/2024	INVOICE	48570	CONVERT POLICE CRUISER TO COMMUNITY SERVICE:	245.00	
			Total:	245.00	
			Net of 1 Invoices / 0 Checks	245.00	
00799	SCOTUS CENTRAL CATHOLIC				
12/03/2024	INVOICE	11.15.2024	YEARBOOK	49.00	
			Total:	49.00	
			Net of 1 Invoices / 0 Checks	49.00	
11035	SERC LLC				
12/03/2024	INVOICE	12.01.2024	SERC TAX ALLOCATION BONDS	22,987.19	
			Total:	22,987.19	
			Net of 1 Invoices / 0 Checks	22,987.19	
01090	SHEVLIN SUPPLY				
12/03/2024	INVOICE	7848	BATH TISSUE, , M/F TOWEL, DIAL HAND SOAP	144.64	
12/03/2024	INVOICE	7847	ROLL TOWEL, BATH TISSUE, HAND SOAP	97.78	
12/03/2024	INVOICE	7846	ROLL TOWEL, BATH TISSUE, HAND SOAP	97.78	
			Total:	340.20	
			Net of 3 Invoices / 0 Checks	340.20	
11249	SHIRLEY A BOHABOJ				
12/03/2024	INVOICE	24-1191802-COCF	REFUND - OVERPAID	50.00	
			Total:	50.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	50.00	
02204	STRYKER SALES LLC				
12/03/2024	INVOICE	9207817250	STRAP, STABILIZATION	101.50	
12/03/2024	INVOICE	9207817248	LUCAS SUCTION CUP	516.36	
12/03/2024	INVOICE	9207115917	OVER PAYMENT	(553.13)	
			Total:	64.73	
			Net of 3 Invoices / 0 Checks	64.73	
02183	SUNBELT RENTALS INC				
12/03/2024	INVOICE	161824913-0001	ELECTRIC CUTOFF SAW	37.00	
			Total:	37.00	
			Net of 1 Invoices / 0 Checks	37.00	
00105	SUPER SAVER				
12/03/2024	INVOICE	127704	GROCERIES, CLEANING SUPPLIES	38.59	
12/03/2024	INVOICE	127739	GROCERIES	6.98	
12/03/2024	INVOICE	127148	GROCERIES	42.74	
			Total:	88.31	
			Net of 3 Invoices / 0 Checks	88.31	
01563	THOMSON REUTERS - WEST				
12/03/2024	INVOICE	850947902	MCQUILLAN LAW OF MUNICIPAL CORPORATIONS 3D '	2,130.00	
			Total:	2,130.00	
			Net of 1 Invoices / 0 Checks	2,130.00	
11246	THRIVET				
12/03/2024	INVOICE	23-5222872	REFUND PAID TWICE - JEAN KNAPP	101.82	
12/03/2024	INVOICE	22-395059	REFUND - MARY MESSERSMITH	78.25	
			Total:	180.07	
			Net of 2 Invoices / 0 Checks	180.07	
03128	TIRE OUTLET INC				
12/03/2024	INVOICE	230662	MOWER TIRE MOUNT	10.00	
12/03/2024	INVOICE	230654	USED TIRE	270.00	
12/03/2024	INVOICE	230601	2 - REPAIRS	300.00	
12/03/2024	INVOICE	230816	USED TRUCK TIRE	145.00	
12/03/2024	INVOICE	230735	USED TIRE	110.00	
12/03/2024	INVOICE	230805	TIRE MOUNT	10.00	
12/03/2024	INVOICE	230844	2 - GENERAL RA TIRES	1,086.00	
			Total:	1,931.00	
			Net of 7 Invoices / 0 Checks	1,931.00	
01564	TOOLEY DRUG				
12/03/2024	INVOICE	62267	CONTOUR TEST STRIPS	210.52	
			Total:	210.52	
			Net of 1 Invoices / 0 Checks	210.52	
00550	TRUCK CENTER COMPANIES				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2024	INVOICE	RA111006507:01	OIL FILTER LEAKING, RADIATOR LEAKING, CHECK	880.39	
12/03/2024	INVOICE	XA111046525:01	LATCH - HOOD COWL, CATCH - SAFETY HOOD FAST]	135.80	
12/03/2024	INVOICE	RA111006564:01	EXPRESS ASSESSMENT-TRUCK #1 VIN #1440	1,006.25	
			Total:	2,022.44	
			Net of 3 Invoices / 0 Checks	2,022.44	
00357	TURFWERKS				
12/03/2024	INVOICE	OI57484	2 - TIRES	546.44	
			Total:	546.44	
			Net of 1 Invoices / 0 Checks	546.44	
11247	UHC				
12/03/2024	INVOICE	23-461333	REFUND - BERNADINE KAMPSCHNEIDER	83.51	
			Total:	83.51	
			Net of 1 Invoices / 0 Checks	83.51	
01674	UNITED HEALTHCARE SERVICES INC				
12/03/2024	INVOICE	23-690172COCFD	REFUND - OVERPAID	200.00	
12/03/2024	INVOICE	23-510001COCFD	REFUND - OVERPAID	200.00	
			Total:	400.00	
			Net of 2 Invoices / 0 Checks	400.00	
03294	USA BLUE BOOK				
12/03/2024	INVOICE	INV00550238	HYDROCHLORIC ACID	36.04	
			Total:	36.04	
			Net of 1 Invoices / 0 Checks	36.04	
00157	UTILITIES SECTION				
12/03/2024	INVOICE	6738	MEMBERSHIP DUES 9-1-2024 TO 8-31-2025	4,002.00	
			Total:	4,002.00	
			Net of 1 Invoices / 0 Checks	4,002.00	
00553	VAN WALL EQUIPMENT INC				
12/03/2024	INVOICE	6415491	DRIVE	479.23	
12/03/2024	INVOICE	6421437	2 - CYCLONE 7 SERIES 40HP	27,334.00	
			Total:	27,813.23	
			Net of 2 Invoices / 0 Checks	27,813.23	
03302	WEMHOFF REFRIGERATION INC				
12/03/2024	INVOICE	16748	WINTERIZE - ICE MACHINE-CART SHED	101.75	
12/03/2024	INVOICE	16746	WINTERIZE ICE MACHINE	101.75	
			Total:	203.50	
			Net of 2 Invoices / 0 Checks	203.50	
11248	ZELIS				
12/03/2024	INVOICE	23-887818	REFUND	0.53	
			Total:	0.53	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	0.53	
00215	ZIMCO SUPPLY CO				
12/03/2024	INVOICE	201276	ACELEPRYN, ASCERNITY, POSTERITY, SECURE ACT	9,662.50	
			Total:	9,662.50	
			Net of 1 Invoices / 0 Checks	9,662.50	
			invoices and 0 checks for 138 vendors:	1,331,720.86	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 12/03/2024 - 12/03/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
107588	PETE LIEN & SONS INC.	11/15/2024	12/03/2024	7,149.87	7,149.87	Open	N
107661	CELLEBRITE INC	11/14/2024	12/03/2024	6,450.00	6,450.00	Open	N
107664	ZIMCO SUPPLY CO	10/31/2024	12/03/2024	9,662.50	9,662.50	Open	N
107666	ENVISIONWARE, INC	11/15/2024	12/03/2024	6,455.93	6,455.93	Open	N
107748	HAWKINS INC	11/14/2024	12/03/2024	7,499.60	7,499.60	Open	N
107832	GREAT PLAINS STATE BANK	12/01/2024	12/03/2024	5,969.14	5,969.14	Open	N
107837	BANK OF THE VALLEY	12/01/2024	12/03/2024	7,900.54	7,900.54	Open	N

# of Invoices:	7	# Due: 7	Totals:	51,087.58	51,087.58
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				51,087.58	51,087.58

--- TOTALS BY FUND ---

100 - GENERAL FUND	22,568.43	22,568.43
480 - COMMUNITY REDEVL AUTH	13,869.68	13,869.68
500 - UTILITY SERVICE	7,149.87	7,149.87
520 - WATER	7,499.60	7,499.60

--- TOTALS BY DEPT/ACTIVITY ---

110 - POLICE	6,450.00	6,450.00
130 - LIBRARY	6,455.93	6,455.93
156 - QUAIL RUN GOLF COURSE	9,662.50	9,662.50
486 - WHO DEVELOPMENT - HOTEL	5,969.14	5,969.14
494 - FREDDY'S	7,900.54	7,900.54
501 - WASTEWATER TREATMENT FAC	7,149.87	7,149.87
520 - WATER	7,499.60	7,499.60

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	DOOR STOP	1.79	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.18	
100-100-54320	EQUIPMENT MAINTENANCE	ENGINEERED CONTROLS INC	SERVICE AGREEMENT NOV 2024 TO JAN 2025	1,550.00	
100-100-55200	INSURANCE	JONES GROUP	PUBLIC OFFICALS BOND - R SCHILLING	250.00	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, HEARINGS, ORDINANCES	790.87	
100-100-55900	MISCELLANEOUS	PETTY CASH	4 LIEN FILINGS	40.00	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SCREW WD PHL, NUTS, BOLTS, SCREWS	3.39	
100-100-56010	SUPPLIES	CAPITAL ONE - WALMART	FOAM BOWLS, CUTLERY FOR BREAKROOM	9.40	
100-100-56010	SUPPLIES	EGAN SUPPLY CO	CLEANING SUPPLIES, LINERS, MF TOWELS	883.43	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	ROLL TOWEL, BATH TISSUE, HAND SOAP	97.78	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT LEASING USA, INC.	LEASE PAYMENT 12/20/24 - 3/19/25	681.00	
100-100-56410	BOOKS AND PUBLICATIONS	THOMSON REUTERS - WEST	MCQUILLAN LAW OF MUNICIPAL CORPORATIONS	2,130.00	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	NOSWETT FENCING INC	INSTALL BLACK STEEL FRAMED GATE	1,150.00	
100-100-57200-24041	CAPITAL-LAND & BUILDINGS	BAIRD HOLM LLP	CITY SUBDIVISION TIF	2,739.00	
100-100-57200-24041	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMM BLI	224,326.00	
100-100-57200-24041	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TE	VITALITY SUBDIVISION	930.00	
		Total For Dept 100 GENERAL ADMINISTRATION		235,647.84	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	265.43	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	24.92	
		Total For Dept 102 COLUMBUS AREA TRANSIT		290.35	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-56010-III-B	SUPPLIES	MENARDS	FEBREZE, SWIFFER DUSTER, HOOKS, TOILET	28.96	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	25.65	
100-103-56010-III-C	SUPPLIES	OLIVER PACKAGING AND	2C AND 3C HDM TRAYS	4,830.14	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	MENARDS	FEBREZE, SWIFFER DUSTER, HOOKS, TOILET	100.23	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	28.60	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	MENARDS	FEBREZE, SWIFFER DUSTER, HOOKS, TOILET	100.24	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SUPER SAVER	GROCERIES, CLEANING SUPPLIES	8.04	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES, CLEANING SUPPLIES	80.27	
		Total For Dept 103 COLUMBUS SENIOR CENTER		5,202.13	
Dept 104 CITY ADMINISTRATOR					
100-104-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, NURSE ASSESSMENT	245.00	
		Total For Dept 104 CITY ADMINISTRATOR		245.00	
Dept 106 CITY CLERK					
100-106-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	ACRYLIC PLATE	15.25	
100-106-56010	SUPPLIES	ELECTRONIC CONTRACTING CO.	SAPLING DIGITAL, IP, 3100 MODEL	593.33	
100-106-56650	MEMBERSHIP DUES	NEBRASKA MUNICIPAL CLERKS'	MEMBERSHIP DUES 2024-2025 - SHURAYA CHO	150.00	
		Total For Dept 106 CITY CLERK		758.58	
Dept 108 HUMAN RESOURCES					
100-108-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, NURSE ASSESSMENT	245.00	
		Total For Dept 108 HUMAN RESOURCES		245.00	
Dept 110 POLICE					
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN - POST ACCIDENT	117.00	
100-110-52800	UNIFORMS	911 CUSTOM LLC	UNIFORM BADGES	260.00	
100-110-54310	BUILDING MAINTENANCE	OBRIST & CO INC	INSTALL FAUCET	390.00	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	705.61	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	INSTALL EQUIPMENT INTO VEHICLE #197	2,650.00	
100-110-54330	VEHICLE MAINTENANCE	SCHIEFFER SIGNS INC	CONVERT POLICE CRUISER TO COMMUNITY SEF	245.00	
100-110-54380	MAINTENANCE AGREEMENTS	CELLEBRITE INC	PHYSICAL EXTRACTION & ANALYZER SUBSCRIF	6,450.00	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS, KEY SCHLAGE	29.90	
100-110-56010	SUPPLIES	J P COOKE COMPANY	DOG TAGS	254.93	
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE, , M/F TOWEL, DIAL HAND SOA	144.64	
100-110-56280	KIDS & COPS EXPENSES	CAPITAL ONE - WALMART	HERSEY ASSORT	89.78	
100-110-56280	KIDS & COPS EXPENSES	JENNIFER BARROW	ONE PACKAGE - VECTOR BADGE	250.00	
		Total For Dept 110 POLICE		11,894.06	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	MENARDS	PORTABLE LIGHTUP LOCK BOX	33.99	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	HEPATITIS B VACCINATION, PRE EMPLOYMENT	892.00	
100-120-52900	EMPLOYEE HEALTH	MENARDS	WATER	7.18	
100-120-54310	BUILDING MAINTENANCE	AC&L SPRINKLERS PLUS LLC	BLOW OUT SPRINKLER SYSTEM	125.00	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ELBOW, O-RING, PLUMBING SUPPLIES	36.68	
100-120-54310	BUILDING MAINTENANCE	MENARDS	50:1 FULE PREMIX, 4X4 COVER GFCI	157.21	
100-120-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	ANTI FREEZE	45.98	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	OIL FILTER LEAKING, RADIATOR LEAKING, C	1,886.64	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PROPANE	34.97	
100-120-56010	SUPPLIES	BOMGAARS	LEVEL, SCREW, STUD FINDER	78.97	
100-120-56010	SUPPLIES	CAPITAL ONE - WALMART	1.5 DUR BN	9.28	
100-120-56010	SUPPLIES	TOOLEY DRUG	CONTOUR TEST STRIPS	210.52	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LABELS, TAPE CARTRIDGE, TAPE	226.58	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	116.47	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	LINERS	65.76	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	97.95	
100-120-56050	FUEL	BOMGAARS	TRUE FUEL GAS/OIL	80.98	
100-120-56050	FUEL	MENARDS	50:1 FULE PREMIX, 4X4 COVER GFCI	33.54	
100-120-57510-25001	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	ENHANCED VHF MOBILE	128,324.60	
		Total For Dept 120 FIRE		132,464.30	
Dept 121 RESCUE					
100-121-44233	AMBULANCE SERVICES	AFICS	REFUND - OVERPAID	5.70	
100-121-44233	AMBULANCE SERVICES	BRIGHT HEALTH	REFUND	1,164.05	
100-121-44233	AMBULANCE SERVICES	DANA UDEY	REFUND	1,067.40	
100-121-44233	AMBULANCE SERVICES	DONALD SEMIN	REFUND	730.70	
100-121-44233	AMBULANCE SERVICES	DONNA STODDARD	REFUND - OVERPAID	85.09	
100-121-44233	AMBULANCE SERVICES	GLENDA BROCKEMEIER	REFUND - OVERPAID	784.54	
100-121-44233	AMBULANCE SERVICES	GORDON HULL	REFUND - OVERPAID	79.22	
100-121-44233	AMBULANCE SERVICES	JAMES CARNEY	REFUND - PAID TWICE	782.00	
100-121-44233	AMBULANCE SERVICES	JOANN BRYANT	REFUND - OVERPAID	526.30	
100-121-44233	AMBULANCE SERVICES	JUANITA MUELLER	REFUND - PAID TWICE	280.00	
100-121-44233	AMBULANCE SERVICES	LEON JANSSEN	REFUND - PAID TWICE	61.97	
100-121-44233	AMBULANCE SERVICES	LUCILLE KALINOWSKI	REFUND - OVERPAID	125.00	
100-121-44233	AMBULANCE SERVICES	MARY STOCKINGER	REFUND	80.68	
100-121-44233	AMBULANCE SERVICES	NEBRASKA TOTAL CARE	REFUND - ZALIS AGUILAR PEREZ	221.33	
100-121-44233	AMBULANCE SERVICES	NEWMAN CHERYL	REFUND - OVERPAID	200.00	
100-121-44233	AMBULANCE SERVICES	PATRICIA TICHOTA	REFUND - DUPLICATE PAYMENT	150.00	
100-121-44233	AMBULANCE SERVICES	PHILIP GREIG	REFUND - OVER PAID	3.26	
100-121-44233	AMBULANCE SERVICES	SHIRLEY A BOHABOJ	REFUND - OVERPAID	50.00	
100-121-44233	AMBULANCE SERVICES	THRIVET	REFUND PAID TWICE - JEAN KNAPP	180.07	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-44233	AMBULANCE SERVICES	UHC	REFUND - BERNADINE KAMPSCHNEIDER	83.51	
100-121-44233	AMBULANCE SERVICES	UNITED HEALTHCARE SERVICES	REFUND - OVERPAID	400.00	
100-121-44233	AMBULANCE SERVICES	ZELIS	REFUND	0.53	
100-121-52900	EMPLOYEE HEALTH	MENARDS	WATER	7.18	
100-121-54310	BUILDING MAINTENANCE	AC&L SPRINKLERS PLUS LLC	BLOW OUT SPRINKLER SYSTEM	125.00	
100-121-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ELBOW, O-RING, PLUMBING SUPPLIES	36.68	
100-121-54310	BUILDING MAINTENANCE	MENARDS	50:1 FULE PREMIX, 4X4 COVER GFCI	157.20	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	FILTERLINE SET, ECG ELECTRODE	1,266.35	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITA	PHARMACY - FIRE DEPARTMENT	877.35	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	SET-SOLUTION INTERLINK, TITAN PC SHEET,	1,293.77	
100-121-56010	SUPPLIES	STRYKER SALES LLC	STRAP, STABILIZATION	64.73	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LABELS, TAPE CARTRIDGE, TAPE	126.61	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	116.46	
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	LINERS	65.76	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	97.93	
		Total For Dept 121 RESCUE		11,296.37	
Dept 130 LIBRARY					
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	TONER CARTRIDGE	204.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	ENVISIONWARE, INC	AUTHENTICATION & ACCOUNTING MODULE	6,455.93	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	189.49	
100-130-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	KLIR-FM	300.00	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	ROLL TOWEL, BATH TISSUE, HAND SOAP	97.78	
100-130-56030	CLEANING SUPPLIES/SERVICE	EAKES OFFICE SOLUTIONS	CLEANING KIT	14.56	
100-130-56400-CHILD	PROGRAMS	CAPITAL ONE - WALMART	KEEBLER SWEET & SALTY, MOTHER'S MYTHIC	138.48	
100-130-56400-CHSRP	PROGRAMS	CAPITAL ONE - WALMART	GLAZED CRULLERS, HICHEW, WHOPPERS, TODI	135.05	
100-130-56400-YASCH	PROGRAMS	CAPITAL ONE - WALMART	5 - WATER 40PK	137.05	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	260.06	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	54.73	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,540.36	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	186.66	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	SCOTUS CENTRAL CATHOLIC	YEARBOOK	49.00	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,277.66	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	326.03	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PLAYAWAY PRODUCTS LLC	WONDERBOOK SING ALONG BOOKS	1,092.80	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, E	639.72	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	NEBRASKA LIBRARY COMMISSIC	PROQUEST ANCESTRY LIBRARY EDITION 1-1-2	1,543.96	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	619.43	
		Total For Dept 130 LIBRARY		15,263.74	
Dept 140 CEMETERY					
100-140-56010	SUPPLIES	BOMGAARS	SPRING WATER	22.16	
		Total For Dept 140 CEMETERY		22.16	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, HEARINGS, ORDINANCES	162.15	
		Total For Dept 145 COMMUNITY DEVELOPMENT		162.15	
Dept 150 PARKS					
100-150-52800	UNIFORMS	BOMGAARS	GLOVES	26.99	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.32	
100-150-52800	UNIFORMS	MUNDIL GREGORY	REIMBURSE WORK GLOVES	22.14	
100-150-53400	COMPUTER SUPPORT/MAINT	CIVIC PLUS	STANDARD DEPARTMENT HEADER ANNUAL FEE:	9,332.56	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PVD GROUND CONN, PLUG	202.39	
100-150-54310	BUILDING MAINTENANCE	ARNOLD MOTOR SUPPLY	GREASE TUBE	6.76	
100-150-54310	BUILDING MAINTENANCE	BOMGAARS	CABLE HOLDER CLIP, KITCHEN FAUCET	44.98	
100-150-54310	BUILDING MAINTENANCE	MENARDS	100 CT LED DIAMOND C6	33.96	
100-150-54320	EQUIPMENT MAINTENANCE	AMERICAN LIFT & SIGN	SPONSOR PANEL FOR PINNACLE BANK	840.00	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	5PC 8" LONG BRASS PIN PUNCH	90.07	
100-150-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BULK TRANSPORT CHAIN	17.96	
100-150-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CO	DOUBLE BEVEL CURVE STANDARD	87.00	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	MOWER TIRE MOUNT	20.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	2 - TIRES	546.44	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	DOOR CHECK	80.28	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	SCREWDRIVER SET, CAUTION TAPE, WIRE BRU	78.55	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	PREMIER POLYSTEEL	MEMORIAL BENCH, PICNIC TABLES	4,165.00	
100-150-55200	INSURANCE	LARM (LEAGUE ASSOCIATION O	ENDORSEMENT #11	195.85	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	RODENT REPELLANT	24.88	
100-150-56010	SUPPLIES	CENTRAL VALLEY AG COOPERAT	2-4D LV6	192.40	
100-150-56010	SUPPLIES	MATHESON-LINWELD	OXYGEN	64.46	
100-150-56400	PROGRAMS	CAPITAL ONE - WALMART	REC TC PBLUE, BLLN ARCH	19.83	
100-150-57200-23016	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TE	PAWNEE PARK BASEBALL FIELD	1,290.00	
		Total For Dept 150 PARKS		17,433.82	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53400	COMPUTER SUPPORT/MAINT	CIVIC PLUS	STANDARD DEPARTMENT HEADER ANNUAL FEE:	9,332.55	
100-151-54310	BUILDING MAINTENANCE	MENARDS	GORILLA TAPE, SANDPAPER	22.93	
100-151-54320	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	WINTERIZE ICE MACHINE	101.75	
		Total For Dept 151 PAWNEE	PLUNGE WATER PARK	9,457.23	
Dept 152 AQUATIC CENTER POOL					
100-152-53400	COMPUTER SUPPORT/MAINT	CIVIC PLUS	STANDARD DEPARTMENT HEADER ANNUAL FEE:	9,332.57	
100-152-54310	BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIO	FAB DOOR EXTENSION FOR RTU DEHUMIDIFIEF	561.83	
100-152-54310	BUILDING MAINTENANCE	MENARDS	AIR FILTERS	83.88	
100-152-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	WASHABLE METAL FILTER	36.93	
100-152-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NYLON FLAP BRUSH	22.38	
100-152-56300	FOOD COSTS	CHESTERMAN COMPANY	PEACE TEA, MONSTER, ROOTBEER, LEMONADE,	94.78	
		Total For Dept 152 AQUATIC	CENTER POOL	10,132.37	
Dept 155 VAN BERG GOLF COURSE					
100-155-56010	SUPPLIES	BOMGAARS	SNOW FENCE	12.00	
		Total For Dept 155 VAN BERG	GOLF COURSE	12.00	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	WINTERIZE - ICE MACHINE-CART SHED	101.75	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	ALUMINUM HEATER CORE	34.75	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	DRIVE	479.23	
100-156-56010	SUPPLIES	BOMGAARS	WASHING MACHINE HOSE, GLOVES, AA & AAA	64.96	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.32	
100-156-56060	CHEMICALS	ZIMCO SUPPLY CO	ACELEPRYN, ASCERNITY, POSTERITY, SECURE	9,662.50	
100-156-56110	PRO-SHOP SUPPLIES	ALL STAR PRO GOLF	IMPRINTED PENCILS	429.68	
100-156-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	SALT PELLET DELIVERED	52.00	
100-156-57510-25041	CAPITAL-EQUIPMENT	VAN WALL EQUIPMENT INC	2 - CYCLONE 7 SERIES 40HP	27,334.00	
		Total For Dept 156 QUAIL	RUN GOLF COURSE	38,212.19	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
		Total For Fund 100 GENERAL FUND		488,739.29	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	FAIRFIELD INN & SUITES	RICK BOGUS	89.98	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWELS ORANGE, UNIFORMS	546.07	
200-200-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	USED TIRE	270.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	ANTIFREEZE	50.31	
200-200-56010	SUPPLIES	BOMGAARS	GREASE	170.68	
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	LINERS	241.25	
200-200-56010	SUPPLIES	FASTENAL COMPANY	4,000 GREEN 4X5	665.16	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	8" BRUSH	29.98	
200-200-56190	PERSONAL PROTECTIVE SUPP	BOMGAARS	GLOVES, LINED JACKETS	231.91	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	83.02	
		Total For Dept 200 STREETS		2,378.36	
Dept 202 MECHANICS SHOP					
200-202-56010	SUPPLIES	LAWSON PRODUCTS	PAINT MARKER - WHITE, YELLOW, ORANGE	206.74	
200-202-56090	SMALL TOOLS	O'REILLY AUTOMOTIVE INC	PULLER KIT	22.99	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	THERMOSTAT	33.40	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	2 - 12V HVY DUTY BATTERIES	403.55	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	DRILL BIT, BULK BOLTS	38.64	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	SPACE SAVER RACK, DRAWER	107.90	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBU	DRIVESHAFT BEARING	32.46	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	10.7 OZ START FLUID	50.90	
200-202-56130	SUPPLIES FOR RESALE	SAHLING KENWORTH-COLUMBUS	COOLANT LEVEL SENSOR AND MODULE, JUMPEF	594.02	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	LATCH - HOOD COWL, CATCH - SAFETY HOOD	135.80	
		Total For Dept 202 MECHANICS SHOP		1,626.40	
		Total For Fund 200 STREETS/ENGINEERING		4,004.76	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56010	SUPPLIES	BOMGAARS	SYN GEAR LUBE	12.99	
205-205-56010	SUPPLIES	MENARDS	48" T8 32W 6500K, 96" 75W T12 6500K	68.27	
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	KIRKHAM MICHAEL & ASSOCIA1	CONSTRUCT 8-PLACE T-HANGAR	14,157.35	
		Total For Dept 205 AIRPORT		14,238.61	
		Total For Fund 205 AIRPORT		14,238.61	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	LINCOLN JOURNAL STAR	MINUTES, HEARINGS, ORDINANCES	27.26	
		Total For Dept 206 DOWNTOWN BID		27.26	
		Total For Fund 206 DOWNTOWN BID		27.26	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-54320	EQUIPMENT MAINTENANCE	ASSOCIATED FIRE PROTECTION	SEMI ANNUAL SPRINKLER INSPECTION	420.00	
220-220-56010	SUPPLIES	BOMGAARS	AA BATERIES	15.99	
220-220-56010	SUPPLIES	CAPITAL ONE - WALMART	PUFFS, TABLE CLOTH, HOLIDAY LIGHT, HERS	155.41	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
		Total For Dept 220 E911		1,948.19	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
		Total For Fund 220 COMMUNICATIONS - E911		1,948.19	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	DHA TRUST OCTOBER 2024 ADMIN SERVICES	135.00	
		Total For Dept 240 HOUSING REHAB & LOANS		135.00	
		Total For Fund 240 HOUSING REHAB & LOANS		135.00	
Fund 260 PROGRESS AND JOBS GROWTH					
Dept 260 PROGRESS AND JOBS GROWTH					
260-260-55900	MISCELLANEOUS	NEBRASKA COMMUNITY FOUNDA	GRANT OVERPAYMENT	15,000.00	
		Total For Dept 260 PROGRESS AND JOBS GROWTH		15,000.00	
		Total For Fund 260 PROGRESS AND JOBS GROWTH		15,000.00	
Fund 480 COMMUNITY REDEVL AUTH					
Dept 478 EKEA LLC TIF					
480-478-59010	PRINCIPAL	PINNACLE BANK	EKEA TAX ALLOCATION BONDS	12,295.34	
		Total For Dept 478 EKEA LLC TIF		12,295.34	
Dept 479 ACE OVERSIZED STORAGE TIF					
480-479-59010	PRINCIPAL	ACE OVERSIZE STORAGE LLC	TAX ALLOCATION BONDS	4,854.44	
		Total For Dept 479 ACE OVERSIZED STORAGE TIF		4,854.44	
Dept 482 SLUMBERLAND					
480-482-59010	PRINCIPAL	LARSON FAMILY REAL ESTATE	SLUMBERLAND TAX ALLOCATION BONDS	14,152.09	
		Total For Dept 482 SLUMBERLAND		14,152.09	
Dept 483 RAMADA					
480-483-59010	PRINCIPAL	NBC CAPITAL, LLC	RAMADA TIF PROJECT	45,883.65	
		Total For Dept 483 RAMADA		45,883.65	
Dept 484 HOBBY LOBBY					
480-484-59010	PRINCIPAL	COLUMBUS WESTGATE, LLC	HOBBY LOBBY TAX ALLOCATION BONDS	15,591.00	
		Total For Dept 484 HOBBY LOBBY		15,591.00	
Dept 486 WHO DEVELOPMENT - HOTEL					
480-486-59010	PRINCIPAL	GREAT PLAINS STATE BANK	HOTEL-WHO DEVELOPEMENT TAX ALLOCATION E	5,969.14	
		Total For Dept 486 WHO DEVELOPMENT - HOTEL		5,969.14	
Dept 488 COLUMBUS LODGING, LLC					
480-488-59010	PRINCIPAL	FIVE POINTS BANK	HOTEL-COLUMBUS LODGING TAX ALLOCATION E	23,134.40	
		Total For Dept 488 COLUMBUS LODGING, LLC		23,134.40	
Dept 489 COLUMBUS RETAIL, LLC					
480-489-59010	PRINCIPAL	BANK OF THE VALLEY	COLUMBUS RETAIL TAX ALLOCATION BONDS #7	15,432.70	
480-489-59010	PRINCIPAL	GREAT PLAINS STATE BANK	COLUMBUS RETAIL TAX ALLOCATION BONDS #7	18,184.31	
		Total For Dept 489 COLUMBUS RETAIL, LLC		33,617.01	
Dept 490 FRONTIER REDEVELOPMENT TIF BOND					
480-490-59010	PRINCIPAL	GRANVILLE CUSTOM HOMES, IN	FRONTIER REDEVELOPMENT TAX ALLOCATION E	43,236.35	
480-490-59010-21100	PRINCIPAL	GRANVILLE CUSTOM HOMES, IN	FRONTIER REDEVELOPMENT TAX ALLOCATION E	23,589.01	
		Total For Dept 490 FRONTIER REDEVELOPMENT TIF BOND		66,825.36	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 480 COMMUNITY REDEVL AUTH					
Dept 493 FARM VIEW REDEVELOPMENT TIF BOND					
480-493-59010	PRINCIPAL	GRANVILLE CUSTOM HOMES, IN	FARM VIEW TAX ALLOCATION BONDS	154,668.66	
		Total For Dept 493 FARM VIEW REDEVELOPMENT TIF BOND		154,668.66	
Dept 494 FREDDY'S					
480-494-59020	INTEREST AND FISCAL FEES	BANK OF THE VALLEY	FREDDYS-WHO DEVELOPEMENT TAX ALLOCATION	7,900.54	
		Total For Dept 494 FREDDY'S		7,900.54	
Dept 495 FRC					
480-495-59020	INTEREST AND FISCAL FEES	COLUMBUS COMMUNITY FOUNDA1	FRC TAX ALLOCATION BONDS	11,693.29	
		Total For Dept 495 FRC		11,693.29	
Dept 496 STARBUCKS					
480-496-59010	PRINCIPAL	BANK OF THE VALLEY	STARBUCKS-WHO DEVELOPMENT TAX ALLOCATIC	3,768.79	
		Total For Dept 496 STARBUCKS		3,768.79	
Dept 497 4J CAPITAL					
480-497-59010	PRINCIPAL	FIRST INTERSTATE BANK	4J CAPITAL TAX ALLOCATION BONDS #710163	158,345.54	
		Total For Dept 497 4J CAPITAL		158,345.54	
Dept 499 SERC LLC					
480-499-59010	PRINCIPAL	SERC LLC	SERC TAX ALLOCATION BONDS	22,987.19	
		Total For Dept 499 SERC LLC		22,987.19	
		Total For Fund 480 COMMUNITY REDEVL AUTH		581,686.44	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	PERALES ERNESTO & MAJUAN (	UB refund for account: 300-52140-22	77.60	
		Total For Dept 000		77.60	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	FAIRFIELD INN & SUITES	RICK BOGUS	89.96	
500-500-52700	TRAINING AND TUITION	HAMPTON INN KEARNEY	BRANDON ZAKRZEWSKI	404.85	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.14	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	THERMOMETER	43.98	
500-500-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	FITTINGS FOR EXCAVATOR	40.68	
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	POWER INVERTER	449.99	
500-500-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	12V HIGH PERF BATTERY	168.87	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	AA BATTERIES, TAPE	31.16	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	M-FOLD TOWELS, BATH TISSUE, CENTER PULI	87.59	
500-500-56650	MEMBERSHIP DUES	UTILITIES SECTION	MEMBERSHIP DUES 9-1-2024 TO 8-31-2025	2,001.00	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	BENESCH ALFRED & COMPANY	LIFT STATION DESIGN	10,711.90	
		Total For Dept 500 WASTEWATER COLLECTION		14,309.12	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	HAMPTON INN KEARNEY	MARTY EATON	1,079.60	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	192.00	
500-501-54310	BUILDING MAINTENANCE	ARNOLD MOTOR SUPPLY	HP V-BELTS	43.65	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	HI-POWER V-BELTS	74.00	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	SUPER BLUE RIBBON V-BELT	133.76	
500-501-54320	EQUIPMENT MAINTENANCE	MIDWEST MACHINE & TOOL INC	LOVEJOY COUPLINGS	700.00	
500-501-54320	EQUIPMENT MAINTENANCE	NORTHWEST ELECTRIC LLC	15HP EXP 1800	1,958.18	
500-501-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	14OZ BRAKE CLEAN	83.76	
500-501-54320	EQUIPMENT MAINTENANCE	RENSENHOUSE	IND TIME DELAY FUSES	562.65	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-54320	EQUIPMENT MAINTENANCE	SUNBELT RENTALS INC	ELECTRIC CUTOFF SAW	37.00	
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES I	WATER TESTING	1,146.40	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MODIFIED TRS SDS	9.79	
500-501-56010	SUPPLIES	MENARDS	14" METAL CUT-OFF	15.98	
500-501-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	WELDING GLOVES	88.38	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWEL ORANGE	56.66	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	7,149.87	
		Total For Dept 501 WASTEWATER TREATMENT FAC		13,331.68	
		Total For Fund 500 UTILITY SERVICE		27,718.40	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	FAIRFIELD INN & SUITES	RICK BOGUS	89.96	
520-520-52700	TRAINING AND TUITION	HAMPTON INN KEARNEY	CHUCK SLIVA	1,079.60	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	151.22	
520-520-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	6" FLEXIBLE RUBBER CLEAN-OUT	71.89	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	14.08	
520-520-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	FITTINGS FOR EXCAVATOR	40.68	
520-520-54320	EQUIPMENT MAINTENANCE	NEBTECH CALIBRATION INC.	BACKFLOW ASSEMBLY KIT	204.96	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRINKLER, TORCH	52.34	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	CUT OFF WHEEL	18.70	
520-520-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	17TH ST & 25TH AVE	1,752.29	
520-520-54390	SYSTEM MAINTENANCE	GRAINGER	WATER PRESSURE REDUCING VALVE	741.73	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	MALE ADPT, BUSH, COUP, ELL, UNION	160.92	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	BACKFLOW PREVENTOR	863.90	
520-520-54390	SYSTEM MAINTENANCE	USA BLUE BOOK	HYDROCHLORIC ACID	36.04	
520-520-54420	WELL MAINTENANCE	MENARDS	BATTERY BOX, MORTAR MIX, GREATSTUFF, PA	157.82	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	TESTING	570.00	
520-520-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PAPER TOWELS	7.99	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	M-FOLD TOWELS, BATH TISSUE, CENTER PULI	87.60	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	7,499.60	
520-520-56090	SMALL TOOLS	BOMGAARS	HEX KEY, METRIC END	21.39	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	OMNI+ 9 T2 100CF	1,474.00	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	19 - 510M S/POINT M2 WIRED	3,572.00	
520-520-56650	MEMBERSHIP DUES	UTILITIES SECTION	MEMBERSHIP DUES 9-1-2024 TO 8-31-2025	2,001.00	
		Total For Dept 520 WATER		20,669.71	
		Total For Fund 520 WATER		20,669.71	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-54330	VEHICLE MAINTENANCE	GREGG YOUNG TOYOTA OF COL	OIL CHANGE	87.06	
		Total For Dept 560 STORMWATER UTILITY		87.06	
		Total For Fund 560 STORMWATER UTILITY		87.06	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52700	TRAINING AND TUITION	HAMPTON INN KEARNEY	NICK MOUSEL	269.90	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	219.67	
570-570-54310	BUILDING MAINTENANCE	MENARDS	GARAGE DOOR LUBE, 6 VOLT BATTERY, 18OZ	112.94	
570-570-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - REPAIRS	300.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	USED TRUCK TIRE	1,341.00	
570-570-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (	CREDIT - ENDORSEMENT #13	12.64	
570-570-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	KEY MASTER, SINGLE CUT KEYS	9.77	
570-570-56090	SMALL TOOLS	NAPA AUTO PARTS OF COLUMBU	BATTERY, TIRE VALVE TOOL	33.48	
		Total For Dept 570 TRANSFER STATION		2,299.40	
		Total For Fund 570 SOLID WASTE DIVISION		2,299.40	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,100.00	
		Total For Dept 000		1,100.00	
Dept 600 HEALTH INSURANCE					
600-600-53600	HEALTH ADMINISTRATION	AUXIANT	STOPLOSS PREMIUM, FEES	59,352.09	
		Total For Dept 600 HEALTH INSURANCE		59,352.09	
		Total For Fund 600 HEALTH INSURANCE		60,452.09	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	113,086.59	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	1,628.06	
		Total For Dept 000		114,714.65	
		Total For Fund 999 PAYROLL CLEARING		114,714.65	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 100	GENERAL FUND	488,739.29
Fund 200	STREETS/ENGINEI	4,004.76
Fund 205	AIRPORT	14,238.61
Fund 206	DOWNTOWN BID	27.26
Fund 220	COMMUNICATIONS	1,948.19
Fund 240	HOUSING REHAB &	135.00
Fund 260	PROGRESS AND JC	15,000.00
Fund 480	COMMUNITY REDEV	581,686.44
Fund 500	UTILITY SERVICI	27,718.40
Fund 520	WATER	20,669.71
Fund 560	STORMWATER UTII	87.06
Fund 570	SOLID WASTE DIV	2,299.40
Fund 600	HEALTH INSURANC	60,452.09
Fund 999	PAYROLL CLEARIN	114,714.65
Total For All Funds:		1,331,720.86

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

11. **SPECIAL PRESENTATIONS - None**

12. **PUBLIC HEARINGS**

12.A. Application from The Venue Steakhouse and Convention Center LLC dba Prime 10 Steakhouse and Venue for retail Class C liquor license located at 4174 63 Avenue and Stacey Schaefer as manager.

NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, December 2, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for The Venue Steakhouse and Convention Center LLC dba Prime 10 Steakhouse and Venue, 4174 63 Avenue, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish 11:21:24
Affidavit of Publication

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE

DATE: NOVEMBER 19, 2024

SUBJECT: PRIME 10 STEAKHOUSE AND VENUE
(THE VENUE STEAKHOUSE AND CONVENTION CENTER, LLC)
4174 63RD AVENUE
COLUMBUS, NEBRASKA

LIQUOR MANAGER: CORY SCHAEFER

Prime 10 Steakhouse and Venue (The Venue Steakhouse and Convention Center LLC) is a bar/restaurant/events center in Columbus.

A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There seems to be no traffic or parking problems. There is adequate parking in their parking lot and the street.

D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are two liquor licenses in the near vicinity of this location. One is at Harrah's Casino which is 0.4 miles away or a 1 minute drive and there is also Cubby's convenience store which is 1.5 miles away or a 4 minute drive.

I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

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

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

L. Whether 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:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured.

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

There is no evidence showing that the applicant is not fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act.

N. Whether 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, and rules and regulations adopted promulgated pursuant to the act:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

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:

The background information does not reveal any felony arrests or violations of the applicant.

P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

There is no evidence of discrimination involving the applicant.

Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in

regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

Activities will not create unreasonable noise.

T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: November 7, 2024 DUE DATE: November 13, 2024

Applicant	The Venue Steakhouse and Convention Center LLC dba Prime 10 Steakhouse and Venue
Address	4174 63rd Avenue, Columbus, NE 68601
Legal Description	Lot 1 Blk A West Oak Addition, Columbus

IS (x) IS NOT ( ) WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE AND RETURN THIS FORM

Requested License or Action: Class C

Existing Zoning: B-2

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North:	Current RR (future land use B-2)
South:	B-2
East:	B-2
West:	RR (Loup Power Substation)

General Neighborhood/Area Land Uses: Commercial, rural residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway):

Howard Boulevard/US Hwy 81 Expressway (south) and 63rd Avenue (east) Collector

Street Width and Profile:

Howard Blvd/US Hwy 81: 90-foot wide plus shoulders, Expressway, 5-lane divided
63rd Avenue: 41 -foot wide, 3-lane, urban section

Speed Limit: Lost Creek Parkway (North) – Howard Blvd. – 70 mph; 63rd Ave – 35 mph

Average Daily Traffic Count: Howard Blvd/US Hwy 81 9,145 (2021 AADT Count); 63rd Ave. 1,150 (2024 City)

Richard J. Bogus, P.E.
City Engineer

Nebraska Liquor Control

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

Application Copy

File Number: 54796

LICENSE TYPE	APPLICATION DATE RECEIVED
Class C Spirits, Wine, Beer On and Off Sale	2024-10-31
SECONDARY LICENSE(S)	
None selected	
LICENSEE LEGAL NAME	LICENSEE TYPE
The Venue Steakhouse and Convention Center LLC	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
Prime 10 Steakhouse and Venue	2302080301
INCORPORATION DATE	
2023-02-14	
CORRESPONDENCE ADDRESS	
7 Beaver Lodge Road Columbus, Nebraska 68601	
MAILING ADDRESS	
PHYSICAL ADDRESS	
4174 63rd Ave, Columbus, Nebraska 68601	
CONTACT NAME	PREFERRED CONTACT METHOD
Cory Schaefer	Phone
CONTACT PHONE	ALTERNATE PHONE
(402) 270-0856	

FAX	EMAIL
	cory@floorstorene.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Cory Schaefer	President		50
Brent Shirk	Member		50

ADDITIONAL INFORMATION

MARITAL STATUS	
Single	
MANAGED BY AGENT	
No	
PREMISES TYPE	**PREMISES NAME**
Restaurant with Bar	Prime 10 Steakhouse and Venue
OPERATOR	**CORPORATE LIMIT DESIGNATION**
The Venue Steakhouse and Convention Center LLC	Inside
LEASE OR OWN	**EXPIRATION DATE**
Lease	2029-10-05

PHYSICAL ADDRESS

4174 63rd Ave
Columbus, Nebraska 68601

MAILING ADDRESS

7 Beaver Lodge Road
Columbus, Nebraska 68601

CONTACT NAME	PREFERRED CONTACT METHOD
Cory Schaefer	Phone

CONTACT PHONE	ALTERNATE PHONE
(402) 270-0856	
FAX	EMAIL
(402) 564-3909	cory@floorstorene.com
PREMISES MANAGER	PREMISES MANAGER EMAIL
Stacey Schaefer	stacey@floorstorene.com

QUESTIONS

Class C Spirits, Wine, Beer On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

   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 is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

   Yes
   (document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
   A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

   L210, W80
   See Attached document

3. Is there an outdoor area?
   *Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

   Yes
   L 16.6, W 80

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

   No

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

   1

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

   No

7. Is premises to be licensed within 300 feet of a college campus or university?

   No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

   No

9. What date do you intend to open for business?

   1/1/2025

10 What are the anticipated hours of operation?

   11 Am-1 Am 7 days a week

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes
Bank of the Valley

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Bank of the Valley
Cory Schaefer
Stacy Schaefer
Brent Shirk

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes
Big 10 Sports Bar and Grill, Columbus, NE
Big 10 Sports Bar and Grill Lincoln, NE
Owner and Manager of Playmakers Bar and Grill Lincoln, NE
Manager Skeeter Barns Columbus, NE
Owner The Door,Owner Fremont NE
Owner Railcar Modern American Kitchen, Omaha, NE

16 Are all individuals named in this application over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number. Also list reason for termination of license(s) previously held.

C and S Entertainment LLC, 510 E 23rd Street, Columbus, Nebraska 68601, 122070
Big 10 Sports LLC, 130 N. 10th Street, Lincoln, Nebrsaka 68508, 152344
Katesaidno LLC, 325 N. Main, Fremont, NE 68025, 126425
Full Belly LLC, 1814 N.144th St, Omaha, NE 68154, 123624

20 Has the premises location been previously licensed within the last 2 years?

No

21 Are you applying for a Temporary Operating Permit?

No

22 What is the premises manager's name?

Stacey Schaefer

23 What is the manager's address?

7 Beaver Lodge Road
Columbus, Nebrsaka 68601

24 What is the manager's phone number?

402-270-6004

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

Platte

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

stacey@floorstorene.com

27 Is the manager married?

Yes
Cory Schaefer
cory@floorstorene.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Affidavit of non-participation	spoiuse aff.pdf	
Explanation of Convictions/Guilty Pleas	convictions.pdf	
Premises Description & Diagram	blue print.pdf	
Business Plan	op agg.pdf	
Business Plan	bus plan.pdf	
Lease / Deed / Purchase Agreement	lease.pdf	
Privacy Act Statement	priv.pdf	

APPLICANT

Cory Schaefer

DECLARATION

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

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

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

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

Nebraska Liquor Control

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

Additional Information Requested

File Number: 54796

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Spirits, Wine, Beer On and Off Sale	2024-11-06

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME	LICENSEE TYPE
The Venue Steakhouse and Convention Center LLC	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
Prime 10 Steakhouse and Venue	2302080301
INCORPORATION DATE	
2023-02-14	

CORRESPONDENCE ADDRESS

7 Beaver Lodge Road
Columbus, Nebraska 68601

MAILING ADDRESS

PHYSICAL ADDRESS

4174 63rd Ave, Columbus, Nebraska 68601

CONTACT NAME	PREFERRED CONTACT METHOD
Cory Schaefer	Phone
CONTACT PHONE	ALTERNATE PHONE
(402) 270-0856	

FAX	EMAIL
	cory@floorstorene.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Cory Schaefer	President		50
Brent Shirk	Member		50

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

As premises manager we will need the privacy act statement for Stacey Schaefer and fingerprints if it has been over two years since she last had them done.

Thank you,
Corrinne Andersen – Licensing - (402) 471-2896 – corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	stacey piv signed.pdf	Manager Privacy Act Form

APPLICANT

Cory Schaefer

Nebraska Secretary of State

THE VENUE STEAKHOUSE AND CONVENTION CENTER LLC

Fri Nov 1 16:53:00 2024

SOS Account Number
2302080301
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
CORY SCHAEFER
7 BEAVER LODGE ROAD
COLUMBUS, NE 68601
Designated Office Address
7 BEAVER LODGE ROAD
COLUMBUS, NE 68601

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Feb 14 2023

Next Report Due Date
Jan 01 2025

Filed Documents

Filed documents for THE VENUE STEAKHOUSE AND CONVENTION CENTER LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Feb 14 2023	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Proof of Publication	Mar 29 2023	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order

Back to Top

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

☒ I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation 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, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

Signature of **NON-PARTICIPATING SPOUSE**

Rachel Shirk
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this 8-26-2024 (date)

by Rachel A Shirk
Name of person acknowledged
(Individual signing document)

Notary Public Signature

GENERAL NOTARY - State of Nebraska
EVAN P GURNEY
My Comm. Exp. July 20, 2026

Signature of **APPLICANT**

Brent Shirk
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this 8-26-2024 (date)

by Brent A Shirk
Name of person acknowledged
(Individual signing document)

Notary Public Signature

GENERAL NOTARY - State of Nebraska
EVAN P GURNEY
My Comm. Exp. July 20, 2026

Business Plan – The Venue Restaurant and Event Center

1. The Venue Restaurant will be the premier place to go out for fine dining in Columbus Nebraska. The restaurant will seat nearly 200 and will have different spaces in the restaurant for local businesses to hold small meetings over lunch. It will feature an open spaced eating area near the bar along with more closed off areas. It will also have a patio on the east portion which will look out to the newly built race track and casino.

The Venue Event Center will look to become the preferred event destination in Columbus NE and northeast Nebraska. The event space will be able to accommodate 525 guests and will feature the ability to have all food and drink catered out of the facility. The objective of the event center would to be utilized 60 to 80 nights per year with large scale events such as weddings, trade shows, concerts and community events. It will also look to partner with the Caesars property next door to accommodate entertainment that the Caesars group would look to bring in that has contracts with Caesars. Per the Caesars group, they would be bringing in similar events to that of Harrah's Council Bluffs. Harrah's Council Bluffs currently has three events scheduled for the summer, all of which should bring strong attendance. It should also be noted that the largest event center in Columbus NE, Ag Park, was closed in January 2023 as a result of Harrah's utilizing that space. The objective of the event center would to be utilized 60 to 80 nights per year with large scale events such as weddings, trade shows, concerts and community events.

The market for restaurants in the area is primary focused in fast food and sports bar type service. We have two upscale restaurants in the area in Dusters and Husker House. Dusters has recently seen a renovation but Husker House is still original 1985 décor and the owner has no interest in updating the property. The other competition would include Big 10 Bar and Grill which is owned by Cory Schaefer, the individual running the project as well as Applebees and CK Bar and Grill. The restaurant hopes to have a much nicer feel to it and will look to replicate the upscale ambiance of that found in Omaha and Lincoln. The average meal price will be between $14 and $32. This is slightly higher than the market but the product and facility should be better than that of competition. As such, the revenue projected was pulled from the current Big 10 P&L which did roughly $2.2MM or sales in 2022 and $2.4MM in sales in 2023. There is a slight mark up on the attached pro forma due to larger size of restaurant and increased sales due to the close proximity to the casino and newly built 102 room hotel in the area.

The market for event centers in the area is limited. Columbus NE has the American Legion, the Eagles Club, and St. Bonaventure Parish center. None of these event centers provide onsite catering and all are limited to 425 people or under. Ramada in Columbus would be the main competitor to the new event space as Ramada can accommodate roughly 500 people however it does not provide any sort of catering service with the facility. The ownership is also not local which hurts the appeal of the use of the property. The prior owner of Ramada has been working with Cory on running numbers for the facility and majority of our projections were taken from him. He estimated that they did roughly 45 weddings in 2023 along with 7 concerts, and 20 or so community events such as Columbus Area Chamber events, pool tournaments, etc. They also estimated that they did roughly 30 to 40 smaller events such as Department of Transportation meetings, New Teacher Welcome for Columbus Public Schools, etc. From this we estimated that an average of 60 events would be held there with average price per event would be around $15,000.

The estimated full and part time positions created will be around 60. This number is taken from Big 10 current employment base of roughly 48. The ownership added 12 to help on the event center side. One position that was in question was the event coordinator and who that would fall to. The ownership has hired the former event coordinator from Ag Park in Columbus NE and she will coordinate all events for the facility and keep appropriate staffing in place. She was the Ag Park coordinator for roughly 7 years prior.

Owner

Oct 25th 2024

Date

Owner

Date

Operating Agreement
of
THE VENUE STEAKHOUSE AND CONVENTION CENTER, LLC

Upon valuable consideration, the persons named below as "Members" hereby covenant and agree to be bound to the following as their LIMITED LIABILITY COMPANY OPERATING AGREEMENT dated this _____ day of _____, 2024 (this "Agreement" or this "Operating Agreement") for The Venue Steakhouse and Convention Center, LLC, a limited liability company of the State of Nebraska (hereinafter known as "the LLC"):

Article I
Definitions

As used in this Operating Agreement, the following terms are to have the meaning as stated below:

"Affiliate of a Member" means (1) any relative within the third degree of kindred of a Member or of a Person which is a trustee or beneficiary of a Member; (2) any Person controlled by or under common control with such Member or a trustee or beneficiary of a Member or any such relative of such Member or trustee or beneficiary of a Member; (3) any officer, director, trustee, partner, or employee of any entity described in (2) above; and (4) any trust for the benefit of any Member or Person described in (1) above or any beneficiary of a trust which is a member described in (1) above.

"Agreement" means this Agreement, as amended from time to time as herein provided.

"Applicable Rate" means a per annum rate equal to the relevant "applicable federal rate" within the meaning of Section 1274(d) of the Code, as such applicable federal rate changes from time to time.

"Business Property" means all property, assets, and interests (whether real or personal, tangible or intangible) owned or held from time to time by the LLC, including the Property and the Assets.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"**LLC**" means "Limited Liability Company" and "**the LLC**" means The Venue Steakhouse and Convention Center, LLC.

"**LLC Units**" **or** "**Units**" means measures of ownership in the LLC. The capital structure of the LLC shall consist of Units all of the same class with equal rights for all purposes under this Operating Agreement.

"**LLC Unit Percentage**" means, with respect to an LLC member, the percentage derived from the following fraction: number of LLC Units held by such Member divided by the total number of LLC Units held by all Members (and, thereafter, multiplying said fraction by 2000 to arrive at a percentage).

"Members" means the Persons set forth in Section 3.1 and their respective permitted successors who are admitted as successor Members in accordance with Article VII.

"Operating Proceeds" for the applicable period means all gross cash receipts of the LLC during such period (excluding Dissolution Proceeds) plus the amount of reductions in funded reserves during such period, less the following costs and expenses (to the extent not paid from reserves) and other items paid during such period: (1) cash operating expenses, (2) interest and principal paid on any indebtedness of the LLC, (3) cash expenditures for capital improvements and other capital items, and (4) additions to funded reserves.

"Person" means an individual, partnership, corporation, limited liability company, trust, or other association.

"**State Law**" means the laws of the State of Nebraska.

"Treasury Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time, and, in the case of any temporary regulations referred to herein, if any, includes the corresponding provisions of pertinent final regulations.

"**Vote in interest of LLC members**" means a vote of the LLC members in which each LLC member shall have one vote per LLC Unit possessed; for example, a member possessing 150 LLC Units would have 150 votes in interest.

ARTICLE II
GENERAL PROVISIONS

Section 2.1 Formation. Article of Organization either already have been filed with the appropriate State office or shall shortly be done so. The Members shall execute or cause to be executed all other instruments, certificates, notices, and documents as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the LLC as a limited liability company under the laws of the State of Nebraska

Section 2.2 Company Name. The name of the LLC is The Venue Steakhouse and Convention Center, LLC or such other name or names as may be selected by the Members from time to time, and its business shall be carried on in such name with such variations and changes as the Members deem prudent.

Section 2.3 Purpose of the LLC. The purpose of the LLC is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Nebraska including, but not limited to operating a restaurant and bar.

Section 2.4 Place of Business. The business address of the LLC shall be determined by the Members. The LLC may from time to time have such other place or places of business, within or

without the State of Nebraska, as the Members may decide.

Section 2.5 Registered Agent. The initial registered agent and registered office of the LLC shall be as Follows:

Cory Schaefer
7 Beaver Lodge Road
Columbus, NE 68601

Section 2.6 Business Transactions of a Member with the LLC. A Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the LLC and, subject to applicable law, shall have the same right and obligations with respect to any such matter as a Person who is not a Member.

Section 2.7 LLC Property. No real or other property of the LLC shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC.

Sections 2.8 No Term To Existence. The LLC's existence shall commence on the date of the filing of the Article of Organization with the appropriate state office and, thereafter, the LLC's existence shall be perpetual without term.

ARTICLE III
MEMBERS

Section 3.1 Members. The name, initial capital contribution, LLC Units and LLC Unit Percentage of the Members are set forth in the below table, which shall be amended from time to time to reflect the admission of new Members.

Member Name	Initial Capital Contribution	LLC Units	LLC Unit %
Cory Schaefer		1000	50%
Brent Shirk		1000	50%

Section 3.2 Admission of New Members. New members may be admitted to the LLC by an affirmative Supermajority vote in interest of LLC members as defined in Section 3.5 or this agreement and as allowed to be a shareholder as determined in Section 3.8.

Section 3.3 No Liability of Members. All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a member. This section does not prevent an LLC member, should

he or she so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also one of the LLC.

Section 3.4 Access to Books and Records of LLC. Each LLC member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the LLC custodian of said documents and information; however, each member gaining access to the books and records of the LLC shall hold this information confidential and only use LLC information for the furtherance of the LLC business and interests or for making investment decisions regarding the member's LLC interest. Upon withdrawal or departure as a member of an LLC, a member shall deliver all LLC books and records in his or her possession to the remaining LLC members or managers.

Section 3.5 Actions by the Members; Meetings; Quorum.

a. The LLC members may take any action at a meeting in person, by proxy, or without a meeting by written resolution in accordance with Section 3.5(d). Meetings of LLC members may be conducted in person or by telephone conference. A voting proxy given by an LLC Member to another person must be in writing.

b. Voting. Each LLC member shall be entitled to vote upon all matters for which LLC members have the right to vote. All LLC member votes shall be tallied by interest under which each member shall be entitled to one vote for each LLC unit possessed (for example, a member possessing 150 LLC Units shall be entitled to 150 votes upon any matter submitted to the LLC Members for a vote). Each vote per LLC Unit shall carry the same weight and have the same value, for voting purposes, as every other LLC Unit. Should state law create statutory situations where LLC member votes are to be taken on a one vote per member basis, votes per member (as opposed to per LLC Unit interest) shall be limited to those specific circumstances under which state law requires such a vote.

c. Unless another percentage is given elsewhere in this operating agreement or by state law, all LLC member votes on any matter shall require an affirmative vote in interest by LLC members of LLC Unit in excess of 51% of the outstanding total to pass or approve the motion, resolution, a vote of 1001 LLC Units in favor of a resolution is required for its passage unless the resolution involves a matter for which this operating agreement or state law requires a higher percentage.

d. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members with the percentage of votes (per LLC units) sufficient to approve the action pursuant to the terms of this Agreement resolve thereto in writing and the writing or writings are filed with the LLC records of actions taken by Members. In no instance where action is authorized by written resolution shall it be required that a meeting of Members be called or notice be given; however, upon passage, a copy of the action taken by written resolution of the members shall be sent promptly to all LLC members.

e. Meetings of Members may be called by any LLC member, or members, collectively holding 50% or more of the outstanding LLC Units upon seven (7) days written notice to the other LLC members. Notice of a meeting called for hereunder may be made by

standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place, and purpose of such meeting. A quorum for any action to be taken at a meeting of LLC members shall be LLC members present (in person, via telephone, or by proxy) holding more than 50% of the LLC Units. Any Member may through a written instrument waive the right to receive prior notice of a meeting of the Members as described herein.

f. Notwithstanding any other provision of this Agreement, the following actions shall require the affirmative vote in interest by LLC members of more than 90% of the outstanding LLC Units (hereinafter a "Supermajority of Members in interest"):
i. any merger, consolidation or other business combination;
ii. sale or other disposition of substantially all the assets of the LLC;
iii. Filing of a petition or commencing other proceeding seeking reorganization; liquidation, arrangement or other similar relief under any federal or state law relating to bankruptcy or insolvency;
iv. the amendment or modification of any provision of this Agreement;
v. the issuance of additional LLC Units (other than those issued pursuant to the founding of the LLC as set forth in Section 3.1 of this operating agreement) to any Member or other party including any other individual, trust, estate, corporation, partnership, limited liability company or any other incorporated or incorporated entity ("Person") permitted to be a member of a limited liability company under the Act;
vi. the removal of any Member;
vii. the decision to appoint managers for the LLC under Article IV hereof.

Section 3.6 Power to Bind the LLC. No LLC member or group of members acting in their individual capacity - separate and apart from action as LLC members pursuant to this operating agreement - shall have any authority to bind the LLC to any third party with respect to any matter.

Section 3.7 Members who are not individuals. Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the LLC and each Member that such Member is: (a) duly incorporated or formed (as the case may be), (b) validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (c) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and (d) fall within an eligible shareholder as defined by IRC § 1361.

Section 3.8 Restrictions on Membership and Stock Classes.

a. The maximum number of shareholders will be capped at 100.
b. The only individuals or entities whom may be shareholders are stated as follows:
    1. An individual who is a resident alien or an American citizen
    2. An estate
    3. A trust that qualifies to be a shareholder under IRC § 1361
    4. A corporation that qualifies to be a shareholder under IRC § 1361
c. There can only be one class of stock

Section 3.9 Tax Matters Agent. Erik C. Klutman is hereby designated as the LLC's "Tax Matters Agent" under Section 6231 (a) (7) of the Internal Revenue Code of 1986, as amended (the

"Code"), and shall have all the powers and responsibilities of such position as provided in the Code and the Treasury Regulations thereunder. The LLC members may remove or replace the Tax Matters Agent by a vote of the majority in interest.

Section 4.0 Power to Sign Checks. Cory Schaefer, Stacey Schaefer and Brent Shirk all have the ability to sign checks or other financial payment systems for the LLC.

ARTICLE IV
MANAGEMENT

Section 4.1 Management of the LLC. Subject to the provisions of Section 3.5 and the other rights expressly granted to Members under the provisions of this Agreement, the overall management and control of the LLC and the Business Property shall be vested in the Members and each Member shall have the right, authority, and responsibility to participate in the management of the business and affairs of the LLC and to enter into transactions on behalf of the LLC within the scope of the Business. Pursuant to the foregoing and subject to the other provisions hereof, the Members shall have all of the rights and powers of members as provided under the Act and as otherwise provided by law.

ARTICLE V
CAPITAL STRUCTURE

Section 5.1 Capital Structure. The capital structure of the LLC shall consist of one class of LLC Units each having equal rights under all provisions of this operating agreement.

Section 5.2 LLC Units. 2000 LLC Units shall be issued to the Members, as set forth in Section 3.1 hereof, as part of the initial funding of the LLC; however, additional LLC units may be issued pursuant to a Supermajority Vote of LLC Members as outlined in Article III of this agreement with particular reference to Section 3.5(f).

Section 5.3 Capital Contributions.

a. Each Member shall contribute or shall have contributed, as an initial capital contribution ("Initial Capital Contribution") to the LLC the amounts set forth bellow. The break - down between cash and non-cash contributions by the Members as set out below.

Member Name	**Initial Capital Contribution**
Cory Schaefer	
Brent Shirk	

b. The Members shall complete their initial capital contributions to the capital contributions to the LLC within 30 days of the date of this agreement unless another date

is agreed upon in writing by all the LLC Members. Any Member who fails to make the required initial capital contribution as set forth in this paragraph shall indemnify all other Members of the LLC for any losses or expenses (including reasonable attorneys fees) that are cause by the failure to make the initial capital contribution as set forth herein.

Section 5.4 Additional Capital Contributions. Members may make additional capital contributions but shall not be required to do so.

Section 5.5 Raising Additional Capital. Additional capital may be raised by the LLC through sales of new LLC Units pursuant to an affirmative Supermajority Vote of LLC Members as outlined in Article III of this agreement with particular reference to Section 3.5 (f), see Section 5.2 above. Any Member resolution authorizing the raising of additional capital through the sale of LLC Units shall state, in reasonable detail, the purposes and uses of such additional capital and the amounts of additional capital required.

Section 5.6 No Withdrawal Of Capital Contributions. Except upon the dissolution and liquidation of the LLC as set forth herein, no Member shall have the right to withdraw its capital contributions. Furthermore, no interest shall be paid upon any member's capital account.

Section 5.7 Member Loans. Any Member or Successor may voluntarily make loans to the LLC for any business purpose if the Members determine at their discretion that the use of such borrowed funds is needed and would benefit the LLC, and if such loans ("Member Loans") are made in accordance with the following terms and conditions:

a. If a Member or Successor offers to lend funds to the LLC and the Members propose to accept the offer of such Member or Successor, the Members shall notify the other Members and Successors of the amount of the funds the LLC needs to borrow and the nature of the LLC's need for the same (the "Proposed Loan Notice"). Each Member and Successor shall have the right, but not the obligation, to participate in the making of such Member Loan by giving notice of his or her election to do so to the approving Members within five (5) days of receiving the Proposed Loan Notice. If one or more Members or Successors in addition to the originally offering Member or Successor desire(s) to participate in the making of such Member Loan, unless otherwise agreed by all of the Members and Successors so electing to participate in the making of such Member Loan, each such electing Member and Successor shall lend to the LLC, no later than fifteen (15) days after the giving of the Proposed Loan Notice, the amount determined by (1) dividing its Distribution Percentage by the aggregate of the Distribution Percentages of all of the Members and Successors so electing, and (2) multiplying the resulting fraction against the amount to be provided to the LLC by means of such Member Loan at such time. The approving Members shall notify each electing Member and Successor of the amount of his share of the Member Loan within the fifteen-day (15-day) period and collect the amounts to be loaned by each electing Member and Successor.

b. All Members and Successors making Member Loans shall be entitled to interest thereon, compounded annually, at the Applicable Rate. Member Loans (and the interest thereon) shall be "cash-flow" loans payable (principal and interest) as rapidly as possible, in the order in which such Member Loans were made, but solely out of Operating Proceeds (before distributions to Members and Successors under Article VI) or out of Dissolution Proceeds, and no Member or Successor shall be personally liable for the

repayment thereof. For purposes of determining the amount and priority of debt service payments on Member Loans, all Member Loans made within fifteen (15) days after the giving of the Proposed Loan Notice shall be treated as having been made at the same time on the last day of such fifteen-day (15-day) period

ARTICLE VI
DISTRIBUTIONS

Section 6.1 Distributions of Operating Proceeds. The LLC's Operating Proceeds shall be applied first to satisfy principal and interest payments in respect of outstanding Member Loans, if any, and the balance distributed to the Members and Successors in proportion to their respective Distribution Percentages, at such times as the Members shall determine.

Section 6.2 Distributions. The LLC Members, by resolution issued pursuant to this agreement, may make distributions to the Members from time to time in amounts it deems appropriate; however, no distribution shall be declared or made if, after giving it effect, the LLC would not be able to pay its debts as they become due in the usual course of business or the LLC's total assets would be less than the sum of its total liabilities.

ARTICLE VII
ALLOCATION OF PROFITS AND LOSSES

Sections 7.1 Allocations to Capital Accounts. Except as may be required by the Internal Revenue Code (Title 26 of the United States Code) or the Treasury Regulations (Title 26 of the Code of Federal Regulations) or this Operating Agreement if and when profit sharing is agreed upon within the firm, net profits, net losses, and other items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members in proportion to each Member's LLC Unit Percentage. For example, if a Member has an LLC Unit Percentage of 45%, he or she shall be allocated 45% of all profits and losses (and other allocation items) for any given tax year.

a. Notwithstanding the foregoing, no item of loss or deduction of the LLC shall be allocated to a Member to the extent such allocation would result in a negative balance in such Member's capital account if other Members then have positive balances in their capital accounts. Such loss or deduction shall be allocated first among the Members with positive balances in their capital accounts in proportion to (and to the extent of) such positive balances and thereafter to Members in accordance with their Unit Percentages.

ARTICLE VIII
ACCOUNTING

Section 8.1 Accounting Methods. The LLC's books and records shall be prepared in accordance with generally accepted accounting practices, consistently applied, except that the Capital Accounts of the Members and Successors shall be maintained as provided in this Agreement. No audit of such books and records shall be required unless a Member requests the same and agrees to pay the cost thereof. The LLC shall be on the accrual basis for both tax and accounting purposes.

Section 8.2 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

Section 8.3 Tax Status. Any provision of this Agreement to the contrary notwithstanding, solely for federal and state income tax purposes, each party hereto recognizes and acknowledges that it is the Members' intention that the LLC will be a limited liability company classified as a association taxed as a S Corporation for federal income tax purposes and subject to all provisions; PROVIDED, HOWEVER, the filing of federal and state income tax returns shall not be construed to extend the purposes or expand the obligations or liabilities of the LLC nor shall it be construed to create a partnership (other than for tax purposes) or any other agency relationship between the Members. The Members hereby acknowledge that, for income tax purposes, the LLC is a continuation of an association taxed as a S Corporation and not a new tax entity.

ARTICLE IX
TRANSFERS OF UNITS; WITHDRAWAL, DEATH, REMOVAL OF MEMBER

Section 9.1 Transfer of LLC Units. No Member shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of all or any part of its LLC Units other than as follows:

a. Only upon the following conditions may an LLC member assign, pledge or grant a security interest in its LLC Units: (a) the assignment, pledge or security interest shall not entitle the assignee, pledge or security interest holder to participate in the management and affairs of the LLC, to become a Member, nor to vote the Member's LLC Units and (b) such assignee, pledge, or security interest holder is only entitled to receive the distributions the Member would otherwise be entitled to absent the assignment, pledge, or security interest

b. To another LLC Member. Members may freely sell, convey or otherwise transfer their LLC Units to another Member without prior approval of the LLC Members unless it effects.

c. To non-LLC Members. Subject to other provisions in this section, no Member shall be entitled to sell, convey or otherwise transfer its LLC Units to a non-LLC Member without a prior affirmative Supermajority vote in interest of LLC Members. Prior to the vote of LLC Members upon a proposed sale, the Member seeking authorization of the sale or transfer of its LLC Units shall provide all other LLC Members with written documents detailing the exact terms of the proposed sale. Should a Supermajority in interest of LLC Members refuse to authorize a proposed sale of LLC Units by a Member, then the LLC shall be obligated to consummate the purchase of said Member's LLC Units under the same terms and conditions as set forth in the proposed sale that was rejected by the Supermajority in interest of LLC Members within 90 days of the vote which rejected the proposed sale.

Entities or Individuals who may not be transferred units.

i. Other Corporations that do not qualify to be a shareholder under IRC § 1361
ii. Other Partnerships and
iii. Non Resident Aliens

Section 9.2 Withdrawal Of Member.

a. Members shall have the unilateral right to resign or withdraw at any time from the LLC.

b. A Member is required to give sixty (60) days written notice to each of the LLC Members to initiate a withdrawal. In this notice, the withdrawing Member shall state an effective date for his or her withdraw and said date must be at least sixty (60) days after delivery of notice to all other LLC members and be the last day of a month (i.e., the 30th or the 31st). Upon receipt of said notice, the remaining LLC members shall cause a reasonably prompt preparation of financial statements for the LLC as of the effective date of withdrawal for said Member.

c. Upon withdrawal, the withdrawing Member shall receive, in exchange for his or her LLC Units, the Withdrawal Compensations Amount to be paid with 1 year of the effective date of the Member's withdrawal.

d. The "Withdrawal Compensation Amount" is the amount the LLC shall pay the departing member the fair value of his, her or its LLC interest, less any amounts owed by the member to the LLC. The departing and remaining members shall agree at the time of departure on the fair value of the departing member's interest and the schedule of payments to be made by the LLC to the departing member, who shall receive payment for his or her interest within a reasonable time after departure from the LLC. If the departing and remaining members cannot agree on the value of departing member's interest, they shall select an appraiser, who shall determine the current value of the departing member's interest. This appraised amount shall be fair value of the departing member's interest, and shall form the basis of the amount to be paid to the departing member.

e. Should the LLC fail to perform upon its obligations under this section to make payments to a withdrawing Member when due, the LLC shall, in addition to any other remedies the withdrawing Member may possess, be liable to the withdrawing Member for interest upon the amount of any deficiency at the rate of 5% per annum (compounded annually) computed from the date that said deficient payment was due to the withdrawing Member under this agreement.

f. Upon withdrawal, the withdrawing Member shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by such Members.

g. A withdrawing Member shall retain the right to vote as an LLC member up until the effective date of his or her withdrawal, at which time, the withdrawing Member's LLC Units shall be considered transferred back to the LLC and the person who has withdrawn shall no longer be considered a member of the LLC. If a withdrawing Member was also a "manager" of the LLC, the withdrawing Member shall resign as a manager immediately upon giving notice of to the other LLC members of his or her intent to withdraw.

Section 9.3 Death Of Member.

a. Upon the death of a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the Member died which shall be the effective date of death for the deceased Member for

accounting purposes, under this agreement. For purposes of this section, if LLC Units are titled in the name of a revocable trust, the trustee of said revocable trust shall be treated as the Member.

b. The estate of the deceased Member (or his revocable trust if the LLC Units were so titled) shall receive, in exchange for his or her LLC Units, the Death Compensation Amount to be paid within 2 years of the effective date of the Member's death. The payments shall be made in two equal installments payable at the annual anniversary of the effective date of death with no interest being due nor owing upon the outstanding amount.

c. The "Death Compensation Amount" is the amount the LLC shall pay the deceased member's estate the fair value of his, her or its LLC interest, less any amounts owed by the member to the LLC. The deceased member's estate and remaining members shall agree at the time of departure on the fair value of the departing member's interest and the schedule of payments to be made by the LLC to the deceased member's estate, who shall receive payment for its interest within a reasonable time after departure from the LLC. If the deceased member's estate and remaining members cannot agree on the value of deceased member's interest, they shall select an appraiser, who shall determine the current value of the deceased member's interest. This appraised amount shall be fair value of the deceased member's interest, and shall form the basis of the amount to be paid to the deceased member's estate.

d. Should the LLC fail tp perform upon its obligations under this section to make payments to a deceased Member's estate or revocable trust (as the case may be) when due, the LLC shall, in addition to any other remedies may possess, be liable to the estate of the deceased Member (or his or her revocable trust, as the case may be) for interest upon the amount of any deficiency at the rate of 5% per annum (compounded annually) computed from the date that said deficient payment was due under this agreement.

e. Upon death, the estate of the deceased Member (or his or her revocable trust, as the case may be) shall have no continuing obligations as expressly assumed by said Member.

Section 9.4 Removal Of Member.

a. A Member may be involuntarily removed from the LLC only under either of the following circumstances: (1) the Member is required to provide services to the LLC (as reflected in Attachments to this agreement), said Member is not substantially performing the promised services, and a Supermajority in interest of LLC Members have voted affirmatively for removal or (2) the Member has defaulted upon its obligations under this agreement to make capital contributions (or loans) to the LLC.

b. In the case of removal for failure to perform required services, 60 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 60 days for unsatisfactory performance of required services and detail specific instances or tasks that were allegedly not satisfactorily performed. The other LLC Members shall then give the Member in question a good faith opportunity to cure the deficiencies in performance of services prior to the vote of removal. The period of this good faith opportunity to cure need not extend beyond 90 days. If the motion

pending before the LLC Members for removal shall be withdrawn.

c. In the case of a removal for failure to make required capital contributions, 60 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 60 days for non-payment of required capital contributions. The Member in question shall then have 30 days within which to cure the default which shall consist of making all required capital contributions plus 10% per annum interest (compounded annually) upon the amount of any deficiency computed from the date said contribution was due to be made to the LLC. If the Member in question completes this cure within 30 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn and the Member in question shall, henceforth, be consider in good standing.

d. If, after complying with the above notice and cure provisions, an affirmative vote of Supermajority in interest of LLC Members is made to remove the Member in question, then, as of that moment, this person shall no longer be entitled to exercise any rights, powers or privileges of a Member and his or her LLC Unit shall be considered redeemed by the LLC.

e. Upon the affirmative vote of Supermajority in interest of LLC Members to remove a Member, the remaining LLC members shall cause a prompt preparation of financial statements for the LLC as of the end of the month in which the resolution was passed by the LCC Members removing said Member and this shall be the effective date of removal for the Member for accounting purposes only under this agreement.

f. The removed Member shall receive in exchange for his or her LLC Units the Removal Compensation Amount to be paid within 1 year of the effective date of the Member's removal.

g. The "Removal Compensation Amount" is defined herein as 100% of the removed member's capital account or any other amount agreed by the remaining members and the removed member.

h. Should the LLC fail to perform upon its obligations under this section to make payments to a removed Member when due, the LLC shall, in addition to any other remedies may posses, be liable to the removed Member for interest upon the amount of any deficiency at the rate of 10% per annum (compounded annually) computed from the date that said deficient payment was due under the agreement.

ARTICLE X
DISSOLUTION OF THE COMPANY

Section 10.1 Dissolution. The LLC shall be dissolved upon the occurrence of either of the following events (each such event, a "Liquidation Event"):

a. a determination by a Supermajority of Members to dissolve the LLC; or
b. the entry of a decree of judicial dissolution under state law to dissolve the LLC.

No other event--including (but not limited to) the withdrawal, removal, death, insolvency, liquidation, dissolution, expulsion, bankruptcy, or physical or mental incapacity of a Member--shall cause the existence of the LLC to terminate.

Upon the disassociation for any reason including withdrawal, removal or death of a Member, the LLC may be continued by a majority in interest of the remaining Members.

Section 10.2 Liquidation.

a. Should a Liquidation Event occur, the LLC shall then be liquidated and its affairs shall be wound up--including preparation of final financial statements and an accounting--by (or at the direction of) the LLC Members. All proceeds from the liquidation shall be distributed in accordance with state law, and all LLC Units shall, thereafter, be canceled. Distributions to the Members shall be made in accordance, and proportion, with the Members' relative Capital Account balances.

b. Final distributions to Members shall not be made until all liabilities have been satisfied and any contingent claims against the LLC have been resolved .

c. Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and the Managers shall cause the Company to execute and file a certificate of cancellation in accordance with state law.

ARTICLE XI
EXCULPATION OF LIABILITY: INDEMNIFICATION

Section 11.1 Exculpation of Liability. Unless otherwise provide by law or expressly assumed, a person who is a member or Manager, or both, shall not be liable for the acts, debts or liabilities of the LLC to third-parties-i.e., persons other than the LLC or LLC Members.

Section 11.2 Indemnification. Except as otherwise provided in this Article, the LLC shall indemnify any Member or Manager (and may indemnify any employee or agent) of the LLC who was or is a party or is threatened to be made apart to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the LLC, by reason of the fact that such person is or was a Member, Manager, employee or agent of the LLC. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if, **and only if**, the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances. For persons other than Members or Managers of the LLC, indemnification shall only be made after an affirmative vote of a majority in interest of LLC Members.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Amendment of Operating Agreement. This Agreement may be amended by, and only by, a written instrument executed by a Supermajority of LLC Members.

Section 12.2 Successors. This Agreement shall be binding as upon all successors in interest of the Members which includes, but is not limited to, executors, personal representatives, estates, trustees, heirs, beneficiaries, assignees, nominees, and creditors of the Members.

Section 12.3 Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Each Member, by signing this agreement, hereby submits to personal and subject matter jurisdiction in the State of Nebraska in Crawford County of any dispute between or among the Members, the LLC, and the LLC Managers connected to or regarding the business of, or investment in, the LLC.

Section 12.5 Severability; Standard for Interpretation. If it shall be determined by a court or other competent body that any provision or wording of this Agreement shall be invalid or unenforceable under state or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. Whenever two or more interpretations of the provisions or wording of this Agreement shall be possible, the interpretation or construction which leads to the enforcement and validity of any provision of the Agreement shall be favored and deemed to be the intended interpretation of the parties to this Agreement.

Section 12.6 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY(IES) AGAINST ANY OTHER PARTY(IES) ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES CREATED HEREUNDER.

IN WITNESS WHEREOF, the undersigned have duly executed this operating agreement as of the date first above written as members:

Cory Schaefer
Member

Brent Shirk
Member

BUSINESS PROPERTY LEASE WITH RIGHT TO PURCHASE

This business property lease is made effective this 6th day of October, 2024 by and between, Shirk Management, LLC a Nebraska limited liability company, (hereinafter referred to as "Landlord" and reflecting an obligation in herein only as their respective interests may appear on record of title) and Venue Steakhouse and Convention Center LLC, Nebraska limited liability company, (hereinafter referred to as "Tenant").

NOW, THEREFORE, the parties hereby mutually covenant and agree as follows:

I. GRANT, TERM AND POSSESSION

1.0 Grant and Assign. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant and Tenant hereby lets from Landlord, the following described real estate:

Lots 1 and 2, Block A West Oak Addition, a Subdivision of part of the SE1/4 of the SE1/4 of Section 10, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska

The real property or its address is commonly known as 4174 & 4152 63rd Avenue, Columbus, NE 68601

together with all improvements now located or to be located thereon during the term of this Lease, together with all personal property and appurtenances belonging to or in any way pertaining to the said premises (such real estate, improvements, personal property and appurtenances, hereinafter sometimes jointly or severally as the context requires, are referred to as the "Leased Premises") said Leased Premises includes commercial property.

1.1 Term. The term of this Lease for the Leased Premises shall commence on January 1, 2025, hereinafter sometimes referred to as "Commencement Date," and shall end five (5) ears thereafter, unless sooner terminated or later extended as herein set forth.

1.2 Possession. Tenant shall be entitled to possession of the Leased Premises as of the Commencement Date, subject to the current lease on the upstairs apartment, which is being assigned to Tenant.

II. PURPOSE

2.0 Purpose. The Leased Premises shall be used and occupied for the purpose of housing a restaurant, convention center, and bar and all other uses permitted by applicable law, subject to the provisions of Section 2.1 below.

2.1 Uses Prohibited. Tenant will not permit the Leased Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous, or subject the Leased Premises to damage or unreasonable

wear and tear. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would violate any certificate of occupancy affecting the same; or which would cause structural injury to the improvements; or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish; or which would constitute a public or private nuisance or waste.

III. RENT AND DOWN PAYMENT

3.0 Rent. Beginning on January 1, 2025, and continuing and due on the first day of each succeeding month through the entire term of the lease, Tenant shall pay to, or upon the order of Landlord, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, monthly rent, payable in advance, in the sum of $ 26,000.00 per month.

IV. IMPOSITIONS

4.0 Payment by Tenant. Tenant shall pay as additional rent for the Leased Premises, all real estate taxes and personal property taxes and assessments, general and special, which may be levied, assessed or imposed upon the Leased Premises, or any part thereof, accruing or becoming due and payable during the term of the Lease ("Impositions").

4.1 Alternative Taxes. If at any time during the term of this Lease the method of taxation prevailing at the commencement of the term hereof shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Lease or Leased Premises, or the rent, additional rent or other income therefrom and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the term Impositions for the purposes hereof, to the extent that such Impositions would be payable if the Leased Premises were the only property of Landlord subject to such Impositions, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. There shall be excluded from Impositions all federal or state income taxes, federal excess profit taxes, franchise, capital stock and federal or state estate or inheritance taxes of Landlord.

V. INSURANCE

5.0 Kinds and Amounts. As additional rent for the Leased Premises, Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring:

(a) The improvements at any time situated upon the Leased Premises against loss or damage and all other risks of direct physical loss. The insurance coverage shall be for not less than 100% of the full replacement cost of such improvements with all

proceeds of insurance payable to Landlord. In the event the parties hereto cannot agree on the replacement costs of the improvements, then in that event the full replacement cost of improvements shall be determined by an insurance appraiser mutually selected by the parties and paid for equally by Tenant and Landlord. The insurance appraiser shall submit a written report of his appraisal and if said report shows that the improvements are not insured as herein required, Tenant shall promptly obtain such additional insurance as is required.

5.1 Form of Insurance. The aforesaid insurance shall be in companies and in form, substance and amount (where not stated above) satisfactory to Landlord and any mortgagee of Landlord. The aforesaid insurance shall not be subject to cancellation except after at least 30 days' prior written notice to Landlord and any mortgagee of Landlord. The original insurance policies (or certificates thereof satisfactory to Landlord) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than 30 days prior to the end of the term of each such coverage.

5.2 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (b) such party is then covered in whole or in party by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

VI. MAINTENANCE AND REPAIRS

6.0 Maintenance. Tenant shall keep and maintain the entire exterior and interior of the Leased Premises, including all personal property and the parking area, in the condition and repair substantially existing at the commencement of the Lease term including any necessary replacements, and in full compliance with all health and police regulations in force.

Tenant shall further keep and maintain the improvements at any time situated upon the Leased Premises and all sidewalks and areas adjacent thereto, safe, secure and clean, specifically including but not by limitation, snow and ice clearance and replacing existing

flowers and landscaping, and conforming with the lawful and valid requirements of any governmental authority having jurisdiction over the Leased Premises.

VII. ASSIGNMENT AND SUBLETTING

7.0 Consent Required. Tenant shall not, without Landlord's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises, except for the apartment, or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this Lease.

7.1 Merger or Consolidation. Tenant may, without Landlord's consent, assign this Lease to any successor resulting from a merger or consolidation of Tenant upon the following conditions: (a) that the total assets and net worth of such assignee after such consolidation or merger shall be equal to or more than that of Tenant immediately prior to such consolidation or merger; (b) that Tenant is not at such time in default hereunder; and (c) that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord.

VIII. LIENS AND ENCUMBRANCES

8.0 Encumbering of Title. Tenant shall not do any act which shall in any way encumber the tile of Landlord in and to the Leased Premises, no shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

8.1 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any construction lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to complete payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof;

provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

IX. UTILITIES

9.0 Utilities. The cost of all services, including but not limited to gas, water, sewer, electricity, cable TV, telephone and satellite TV shall be paid by Tenant. All connections for water, sewer, electricity, gas, cable TV and telephone shall be available at the building located on the Leased Premises.

X. INDEMNITY

10.0 Indemnity. Tenant will protect, indemnify and save harmless Landlord and Landlord's successors, assigns and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets, or ways; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof except such labor, services or materials that may have been procured by Landlord or at Landlord's direction for the Leased Premises. In case any action, suit or proceeding is brought against Landlord and/or Landlord's successors, assigns and agents by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel chosen by Tenant approved by Landlord, which approval shall not be unreasonably withheld.

XI. INSPECTION

11.0 Inspection. Landlord, or Landlord's agent, may, upon 72 hours prior written notice and during reasonable business hours, enter the Leased Premises at any time for the purpose of inspecting the same, or of making repairs which Tenant may neglect or refuse to make in accordance with the covenants and agreements of this Lease, and also for the purpose of showing the Leased Premises to persons wishing to purchase the same, or at any time within six months prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises. Tenant shall within six months prior to the expiration of the Lease term, permit the usual notice of "For Lease," "For Rent" or "For Sale" to be placed on the Leased Premises and to remain thereon without molestation.

XII. QUIET ENJOYMENT

12.0 Quiet Enjoyment. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

XIII. SUBORDINATION OR SUPERIORITY

13.0 Subordination or Superiority. The rights and interests of Tenant under this Lease shall be subject and subordinate to any prior mortgage or trust deed that may have been placed upon the Leased Premises and to any and all advances made thereunder prior hereto, and to the interest thereon, and all renewals, replacements and extensions thereof, provided however, the mortgagee or trustee named in said mortgages or trust deeds shall elect to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails within 10 days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name and place.

XIV. SURRENDER

14.0 Surrender. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, together with all improvements thereon and the personal property leased hereunder, to Landlord in substantially the same condition and repair as existed on the Commencement Date, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment, and other articles of personal property used in the operation of the Leased Premises (as distinguished from operations incident to the business of Tenant), together with all duct work. All additions, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or within 30 days following termination. If Landlord so requests removal of said additions, hardware, non-trade fixtures and all improvements and Tenant does not make such removal at said

termination of this Lease, or within 10 days after such request, whichever is later, Landlord may remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.

14.1 Removal of Tenant's Property. Upon the termination of this Lease by lapse of time, Tenant may remove Tenant's trade fixtures and all of Tenant's personal property and equipment other than such personal property and equipment as are referred to in subsection 16.0; provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the Leased Premises prior to the end of the term and within 30 days following any request from Landlord to remove all or part of the same, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same. Rent shall be due for any portion of the month that Tenant's property remains on the Premises.

14.2 Holding Over. Any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be tenancy from month to month only, at a monthly rental of 105% of the rate of rent payable hereunder for the Lease term or any Renewal Term agreed to between the Landlord and Tenant.

XV. EVENTS OF DEFAULT AND REMEDIES

15.0 Defaults. Tenant further agrees that any one or more of the following events shall be considered events of default as said term is used herein, that is to say, if

a. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within 60 days from the date of entry or granting thereof; or

b. Tenant shall institute any proceedings or give its consent to the institution of any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

c. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

d. The Leased Premises are levied upon by any revenue officer or similar officer; or

e. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within 60 days from the date of entry or granting thereof; and

f. Tenant shall vacate the Leased Premises or abandon the same during the term hereof; or

g. Tenant shall default in any monthly payments of rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for more than 7 days after said due date; or

h. Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to **insure** payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for 15 days after notice thereof in writing to Tenant; or

i. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for 15 days after notice thereof in writing to Tenant.

15.1 Remedies. On the occurrence of an Event of Default, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach, do the following:

a. Landlord may elect to continue the term of this Lease in full force and effect and not terminate Tenant's right to possession of the Leased Premises, in which event Landlord shall have the right to enforce any rights and remedies granted by this Lease or by law against Tenant, including, without limitation, the right to collect, when due, rental or other sums payable hereunder. Landlord shall not be deemed to have elected to terminate this Lease unless Landlord gives Tenant written notice of such election to terminate. Landlord's acts of maintenance or preservation of the Leased Premises or efforts to relet the Leased Premises shall not terminate this Lease. If any rent shall be due and unpaid or Tenant shall be in default on any of the other terms of this Lease and such default has not been cured after written notice and within the time provided, or if the Leased Premises are abandoned or vacated, then Landlord, in addition to its other remedies, shall have the immediate right, upon demand and written notice, but not in breach of the peace, to re-enter and take possession of the Leased Premises or any part thereof, and repossess the same and expel the Tenant and

those claiming through or under the Tenant and remove the effects of any and all such persons without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of rent or other remedies available to the Landlord. Written notice shall not be required in the event Tenant voluntarily surrenders the premises or vacates or abandons the premises for more than seven days. Should Landlord elect to re-enter or take possession of the Leased Premises, Landlord may either terminate this Lease without waiving its right to damages, or from time to time, without terminating this Lease, re-let the Leased Premises or any part thereof, on such terms and conditions as the Landlord shall in its sole discretion deem advisable. Any proceeds from such re-letting shall be applied as follows: First, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and court costs and attorneys' fees suffered in recovering and reletting the Leased Premises; second, to the payment of any reasonable costs of such re-letting, including costs of any brokerage fees, attorneys fees and reasonable alterations and repairs to the Leased Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from such re-letting during any month be less than that to be paid during that month by the Tenant or if Landlord does not re-let the Leased Premises, Tenant shall pay any such rent deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-entry or taking of possession of the Leased Premises by Landlord, the Tenant's covenant to pay rent will survive such re-entry or taking possession. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach, in which event Landlord shall be entitled to all other remedies which it may have by law or under this Lease.

b. Landlord may elect by written notice to Tenant to terminate this Lease at any time after the occurrence of an Event of Default, and in such event Landlord may, at Landlord's option, declare this Lease and Tenant's right to possession of the Leased Premises terminated, re-enter the Leased Premises, but not in breach of the peace, remove Tenant's property therefrom and store it for Tenant's account and at Tenant's expense (but Landlord shall not be required to effect such removal), eject all persons from the Leased Premises and recover damages from Tenant as hereinafter provided. Any such re-entry shall be permitted by Tenant without hindrance. Landlord shall not thereby be liable in damages for such re-entry or be guilty of trespass, forcible entry or unlawful detainer. If Landlord elects to so terminate this Lease and Tenant's right to possession or if this Lease and Tenant's right to possession are terminated by operation of law, such termination shall cancel all Tenant's options, if any, to extend or renew the term of this Lease.

c. Landlord may notify any subtenant of the Leased Premises of the existence of an Event of Default by Tenant in writing and thereafter all rent or other amounts due from any subtenant of the Leased Premises shall be paid to Landlord and Landlord shall apply such rent or other amounts in payment of the amounts due from Tenant under this Lease. The delivery of such notice to any subtenant and the collection of such rent or other amounts by Landlord shall not terminate this Lease.

15.2 Damages on Termination. On termination of this Lease by reason of Tenant's breach, Landlord may at its option recover as damages from Tenant all of the rent or other sums payable by Tenant pursuant to this Lease after the date of termination, as if this Lease were still in effect, until such time as Landlord has released the entire Leased Premises, reduced by any rent or other payments which Landlord receives for the use of any portion of the Leased Premises prior to releasing the entire Leased Premises. All remedies are cumulative. However, Landlord shall not be entitled to duplicative recoveries. Landlord shall use reasonable efforts to relet the Leased Premises in the event of default. The terms, conditions and amount of rental upon reletting shall be in the sole discretion of the Landlord. If Landlord releases the Leased Premises following a termination by reason of Tenant's breach, the rent charged by Landlord on such releasing shall be deemed to be the rental value of the Leased Premises for the purpose of calculation of the damages which Landlord may recover from Tenant.

15.3 No Waiver. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

XVI. RIGHT OF FIRST REFUSAL

16.0 During the term of this Lease, if Landlord desires to sell the premises and in the event Landlord receives a bonafide offer with reference to said real estate from a third party, which Landlord is willing to accept, before accepting said offer, Landlord shall first offer to sell the same to Tenant for the same price and on identical terms and conditions as contained in said bonafide offer and Tenant shall have twenty (20) days to accept said offer. In the alternative and under the same conditions set forth above, if a contact is entered into with a third party for the sale of said real estate, it should be subject to the right of first refusal of Tenant. In such instance Landlord shall communicate the same to Tenant and offer the above-described estate to Tenant for the same price and on identical terms and conditions as contained in said third-party contract. Tenant shall have twenty (20) days to accept said offer. In either of the above cases, in the event Tenant elects not to accept said offer or in the event Tenant fails to respond within said twenty (20) day period, Landlord shall be free to sell the same to said party pursuant to said bonafide offer or third-party contract and said right of first refusal shall become void. If Landlord sells the real estate to a third-party, Landlord shall, upon the request of the Tenant, disclose to Tenant the price, terms and conditions

of the third-party purchase agreement to confirm the agreement was the same as the agreement offered to Tenant.

16.1 In the event the right of first refusal is granted herein is exercised, a Purchase Agreement shall be entered into within ten (10) days of Tenants acceptance and Landlord shall within thirty (30) days provide Tenant with a Title Insurance Commitment showing marketable title into said real estate. If Tenant does not accept, said acceptance must be in writing and delivered to Landlord within said twenty (20) day period. The parties hereto agree that closing shall take place within 60 days of the exercised of the right of first refusal. The Landlord will convey said real estate to Tenant by Warranty Deed free and clear of all liens and encumbrances. The closing costs and taxes shall be paid by the parties as is customary. All notices or offers required to be sent here, shall be sent to the parties at the following address: Shirk Management, LLC care of Brent Shirk 6311 S 245th Street, Elkhorn, NE 68022 and Cory Schaefer, 7 Beaver Lodge Road, Columbus, NE 68601.

16.2 The right of first refusal guaranteed herein is granted exclusively to Tenant, is not assignable to any third-party and shall terminate upon the termination of this Lease.

XVII. DISTRIBUTION OF PROCEEDS UPON SALE OF THE REAL ESTATE LISTED IN 1.0

17.1 Upon the Landlord sale of the real estate as listed in 1.0 the proceeds shall be distributed as stated in 17.2.

17.2 Schedule of distribution

a. Upon the sale of the real estate as listed in 1.0 the sales price shall be allocated as stated:

1. The proceeds shall be allocated to pay off all debt which the real estate is sharing all such loans including any debt to Bank of the Valley and its mortgage recorded on August 26, 2024, and any other debt which secures the loan for the real estate as listed in 1.0

2. After all such debt has been paid, the Landlord shall be paid its initial contribution of $1,700,000.00.

3. Lastly, after all debt and the Landlord's initial contribution has been paid, the remaining proceeds shall be distributed to the Tenant.

XVIII MISCELLANEOUS

18.0 Estoppel Certificates. Tenant shall at any time and from time to time upon not less than 10 days prior written request from Landlord execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a

written statement certifying that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser of the Leased Premises, mortgagee of the Leased Premises and their respective successors and assigns.

18.1 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant specifically including, but not by way of limitation, Tenant's failure to pay Impositions, obtain insurance, make repairs, or satisfy lien claims, after complying with the notice; and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much additional rent due on the next rent date after such payment together with interest at the rate of eight percent (8%) per annum from the date of advancement to the date of repayment by Tenant to Landlord.

18.2 Amendments Must be in Writing. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party; and no act or acts, omission or omissions or series of acts or omissions, or waiver, acquiescence or forgiveness by Landlord as to any default in or failure of performance, either in whole or in part, by Tenant, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Landlord of the right at all times thereafter to insist upon the prompt, full and complete performance by Tenant of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Tenant.

18.3 Short Form Lease. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the names of the parties, the legal description and the term of the Lease.

18.4 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

18.5 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the

parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

18.6 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limited in any way the scope or intent of the provisions hereof.

18.7 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.8 Law Applicable. This Lease shall be construed and enforced in accordance with the laws of Nebraska.

18.9 Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

18.10 Landlord Means Owner. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

18.11 Disclosure. During the period of its ownership of the Leased Premises, Landlord represents to Tenant that it has not released any hazardous or toxic substance or waste, or pollutant or contaminant on or about the Leased Premises in violation of any environmental protection law or regulation. Except as set forth in the immediately

preceding sentence, Landlord makes no representation or warranty whatsoever as to the compliance of the Leased Premises with any environmental protection law or regulation or as to whether any remedial action is or may be required because of conditions existing on, under or about the Leased Premises.

IT WITNESS WHEREOF, Landlord and Tenant have executed this agreement on the date above written.

Shirk Management, LLC,	The Venue Steakhouse and Convention Center, LLC
LANDLORD	TENANT
By: _____	By: _____
Brent Shirk, Member	Cory Schaefer, Member

STATE OF NEBRASK)
)ss.
COUNTY OF PLATTE)

Before me, a notary public qualified for said county, personally came Brent Shirk, Member of Shirk Management, LLC, Landlord, known to me to be the identical person who signed the foregoing Lease Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2024.

_____
Notary Public

STATE OF NEBRASK)
)ss.
COUNTY OF PLATTE)

Before me, a notary public qualified for said county, personally came Cory Schaefer, Member of The Venue Steakhouse and Convention Center, LLC, Tenant, known to me to be the identical person who signed the foregoing Lease Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2024.

_____
Notary Public

assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained

18.10 Landlord Means Owner. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant

18.11 Disclosure. During the period of its ownership of the Leased Premises, Landlord represents to Tenant that it has not released any hazardous or toxic substance or waste, or pollutant or contaminant on or about the Leased Premises in violation of any environmental protection law or regulation. Except as set forth in the immediately preceding sentence, Landlord makes no representation or warranty whatsoever as to the compliance of the Leased Premises with any environmental protection law or regulation or as to whether any remedial action is or may be required because of conditions existing on, under or about the Leased Premises.

IT WITNESS WHEREOF, Landlord and Tenant have executed this agreement on the date above written

Shirk Management, LLC,

LANDLORD

By: _____
Brent Shirk, Member

The Venue Steakhouse and Convention Center, LLC

TENANT

By: _____
Cory Schaefer, Member

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

Before me, a notary public qualified for said county, personally came Brent Shirk, Member of Shirk Management, LLC, Landlord, known to me to be the identical person who signed the foregoing Lease Agreement, and acknowledged the execution thereof to be his voluntary act and deed

Dated this 4th day of October, 2024.

Notary Public

GENERAL NOTARY - State of Nebraska
WANWISA CAMPBELL
My Comm. Exp. January 14, 2025

STATE OF NEBRASK)
)ss
COUNTY OF PLATTE)

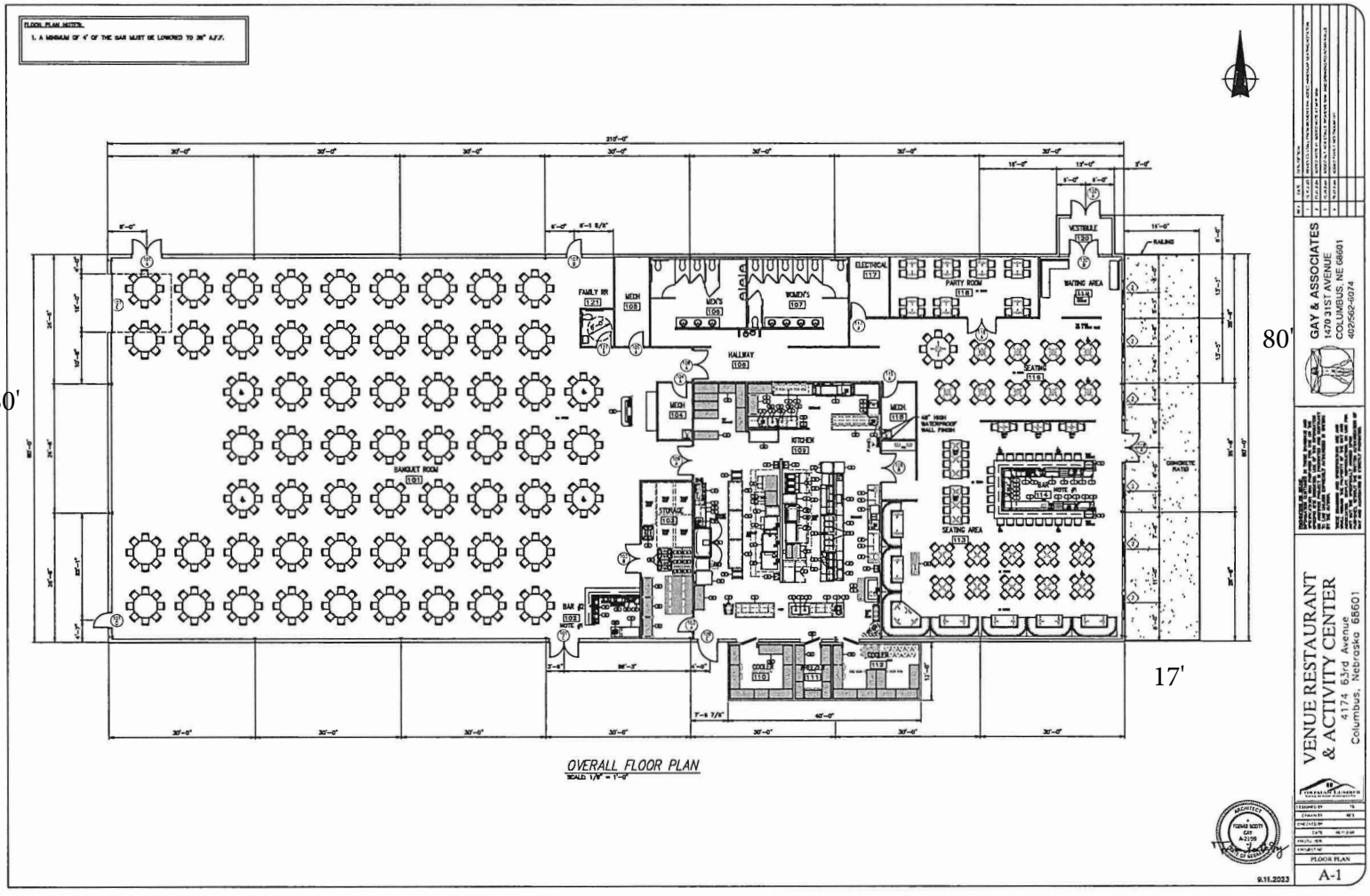
Before me, a notary public qualified for said county, personally came Cory Schaefer, Member of The Venue Steakhouse and Convention Center, LLC, Tenant, known to me to be the identical person who signed the foregoing Lease Agreement, and acknowledged the execution thereof to be his voluntary act and deed

Dated this 8th day of October, 2024.

Notary Public

GENERAL NOTARY - State of Nebraska
JACOB WOLFF
My Comm. Exp. May 8, 2027

210 '


80'
80'
17'
OVERALL FLOOR PLAN
VENUE RESTAURANT & ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601
GAY & ASSOCIATES
1479 31ST AVENUE
COLUMBUS, NE 68601
402-562-6074
FLOOR PLAN
A-1
9.11.2023

VENUE RESTAURANT & ACTIVITY CENTER

4174 63rd Avenue
Columbus, Nebraska 68601

Applicable Codes
- 2018 IBC Building Code
- 2018 Uniform Plumbing Code
- 2010 ADA Americans with Disabilities Code
- 2018 International Energy Code
- 2017 NEC National Electric Code

Building Type
- Restaurant A-2
- Activity Center A-2

Fire Sprinklers
- Full Coverage for Building

Construction Type
- Type VB

Allowable Square Footage
- Restaurant A-2 – 9,500SF
- Activity Center A-2 – 9,500 SF

Actual Square Footage
- Restaurant A-2 – 3,720 SF
- Activity Center A-2 – 7,680 SF

Occupant Load
- Restaurant – 196
- Assembly – 496
- Kitchen – 12

Required Bathroom Fixtures
- Men – Water Closet & Urinal 7, Lavatories 3
- Women – Water Closets 7, Lavatories 4
- Drinking Fountain 1
- Service Sink 1

ADA Seating
- All tables in Restaurant & Activity Center can accommodate handicapped seating with 30" table height.

UL Fire Wall Construction
- One Hour Fire Partition Wall – UL Design U474 using one layer of 5/8" thick fire rated gypsum board with batt insulation and 3-5/8" by 1-1/4" metal framing system.
- Two Hour Fire Partition Wall – UL Design U474 using two layers of 5/8" thick fire rated gypsum board with batt insulation and 3-5/8" by 1-1/4" metal framing system.

Exit Travel Distances
- Restaurant – Maximum distance to exit 100 foot.
- Activity Center – Maximum Distance to exit 65 foot.

COMcheck
- Building Envelope, Interior Lighting, Exterior Lighting and Mechanical will be submitted for review.

Radon Exposure
- Building is slab on grade construction with minimal excavation for foundations. Radom monitoring is not required.

I, TOBIAS GAY, AM THE COORDINATING PROFESSIONAL FOR THIS PROJECT

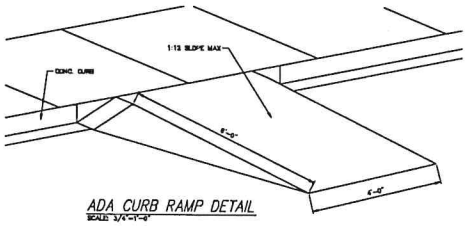
ARCHITECT TOBIAS SCOTT GAY A-2199 NE

12.03.2023

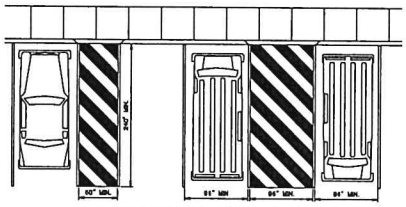
GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

VENUE RESTAURANT & ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

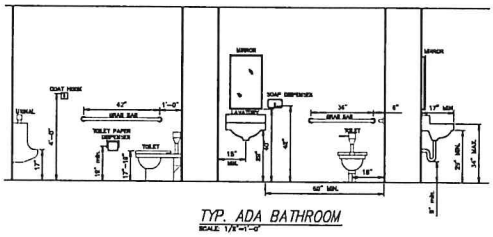
COVER PAGE



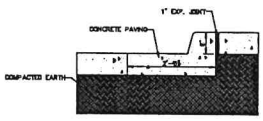
ADA CURB RAMP DETAIL
SCALE: 3/4"=1'-0"



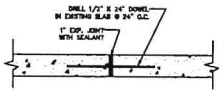
ADA VEHICLE ACCESSIBILITY
SCALE: NONE



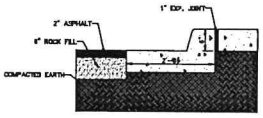
TYP. ADA BATHROOM
SCALE: 1/2"=1'-0"



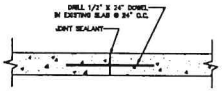
CONC. CURB DETAIL (w/conc.)
SCALE: NONE



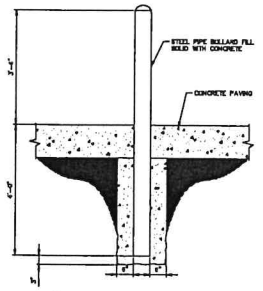
EXP. JOINT DETAIL
SCALE: 1"=1'-0"



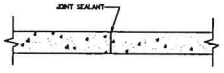
CONC. CURB DETAIL (w/asphalt)
SCALE: NONE



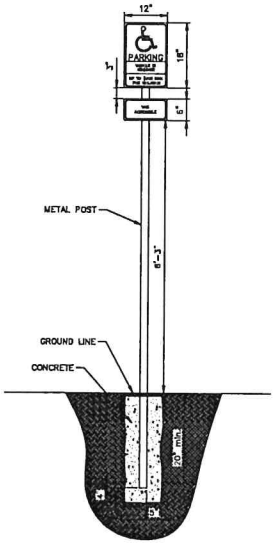
CONST. JOINT DETAIL
SCALE: 1"=1'-0"



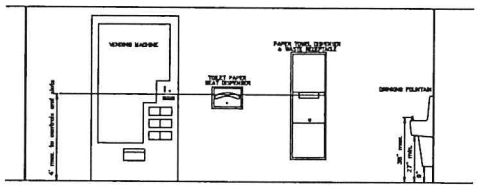
TYP. GUARD POST DETAIL
SCALE: 3/4"=1'-0"



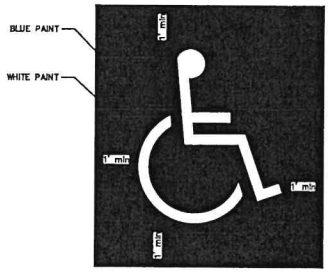
SAW CUT JOINT DETAIL
SCALE: 1"=1'-0"



TYP. ADA SIGN DETAIL
SCALE: 1"=1'-0"



TYP. ADA ACCESSORIES
SCALE: 1/2"=1'-0"



ADA SYMBOL DETAIL
SCALE: 1"=1'-0"

ARCHITECT
TOBIAS SCOTT
GAY
A-2199

9.11.2023

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402562-6974

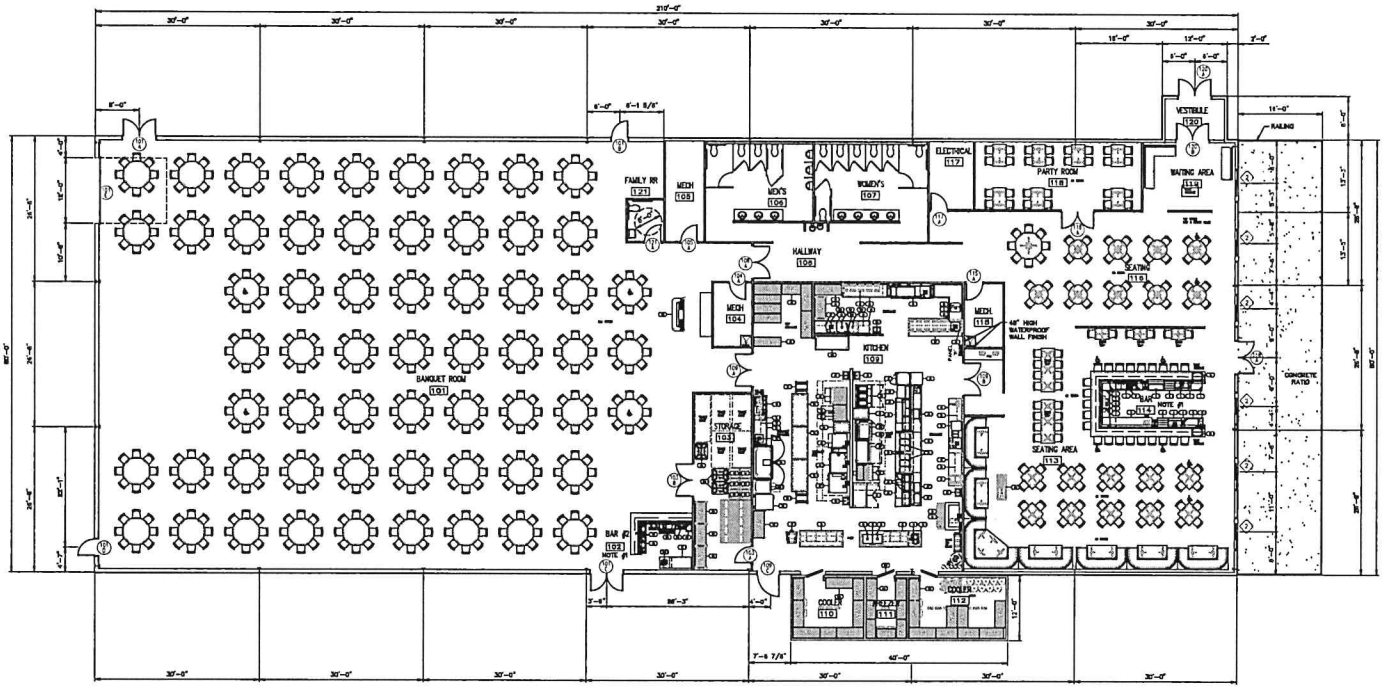
VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

DRAWN BY	TG
CHECKED BY	
DATE	9.11.2023
PROJECT NO.	
SHEET NO.	ADA DETAILS

ADA1

FLOOR PLAN NOTES:

1. A MINIMUM OF 4' OF THE BAR MUST BE LOWERED TO 36" A.F.F.



OVERALL FLOOR PLAN

SCALE: 1/8" = 1'-0"

9.11.2023

NO.	DATE	DESCRIPTION
1	2.7.24	ADDITIONAL ADDENDUM ITEMS
2	2.7.24	ADDITIONAL ADDENDUM ITEMS
3	2.7.24	ADDITIONAL ADDENDUM ITEMS
4	2.7.24	ADDITIONAL ADDENDUM ITEMS
5	2.7.24	ADDITIONAL ADDENDUM ITEMS
6	2.7.24	ADDITIONAL ADDENDUM ITEMS

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

DRAWINGS AS AN INSTRUMENT OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF GAY & ASSOCIATES WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THE DRAWINGS ARE NOT TO BE USED BY THE OWNER OR OTHERS ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT WITHOUT THE WRITTEN AGREEMENT OF GAY & ASSOCIATES AND APPROPRIATE COMPENSATION TO GAY & ASSOCIATES. ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS ARE RESERVED BY GAY & ASSOCIATES. ANY REPRODUCTION OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF GAY & ASSOCIATES IS PROHIBITED.

VENUE RESTAURANT & ACTIVITY CENTER

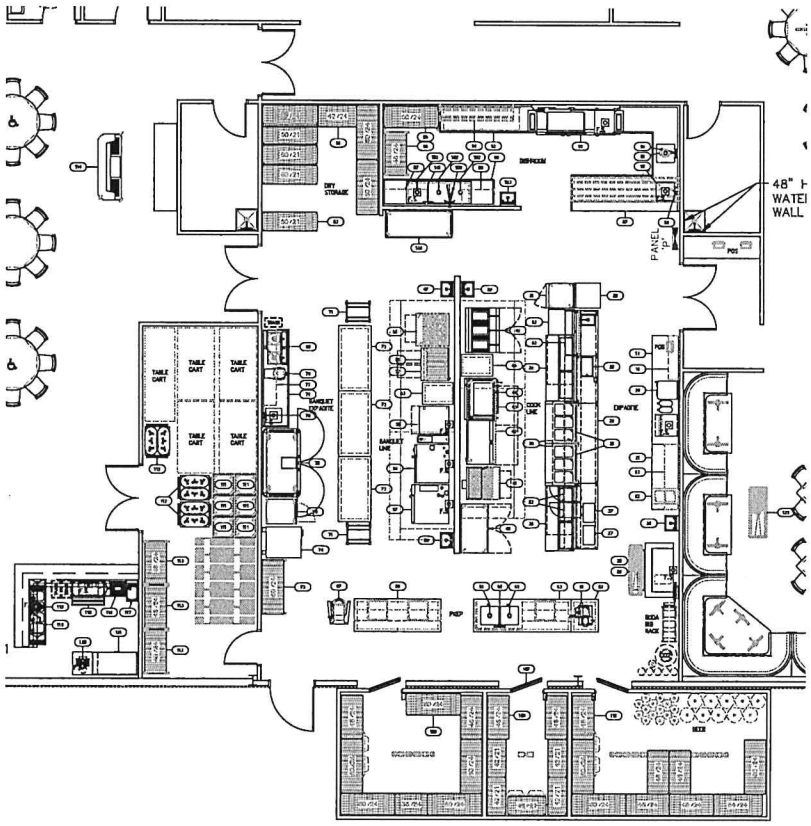
4174 63rd Avenue
Columbus, Nebraska 68601

DESIGNED BY	TG
DRAWN BY	MTS
CHECKED BY	
DATE	08.17.2023
PROJ. NO.	
CONTRACT NO.	

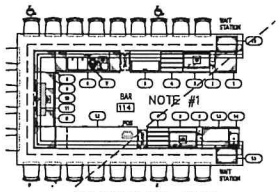
FLOOR PLAN

A-1

Equipment Schedule		
Item No	Quantity	Category
1	1	DRAINBOARD
2	2	SODA GUN HOLDER & TUBING CHASE
3	2	ICE BIN
4	1	BOTTLE STORAGE UNIT
5	1	BOTTLE COOLER
6	1	GLASSWASHER STEMWARE
7	1	GLASSWASHER, BRUSH TYPE
8	1	SODA CHICKEN FILLER
9	2	DRAINBOARD
10	1	BEER SMOKER
11	1	DRAFT BEER / WINE DISPENSING TOWER
12	1	BACK BAR CABINET REFRIGERATED
13	1	DRAINBOARD
14	1	HAND SINK
15	2	GRIP TROUGH
16	-	SPARE NUMBER
17	-	SPARE NUMBER
18	1	WORK TABLE, STAINLESS STEEL TOP
19	3	SHELVING, WALL MOUNTED
20	1	COFFEE / TEA BREWER
21	1	WORK TABLE, STAINLESS STEEL TOP
22	1	GROWLER FREEZER
23	2	SHELVING, WALL MOUNTED
24	1	HAND SINK
25	1	ICE MAKER, CUBE STYLE
26	1	FLOOR TROUGH
27	-	SPARE NUMBER
28	1	SERVICE COUNTER
29	1	HOT FOOD WELL UNIT, DROP-IN, ELECTRIC
30	1	REFRIGERATED WORK TOP
31	1	MEACHINE FREEZER
32	1	CONVECTION OVEN
33	1	CHEF BROILER, ELECTRIC
34	1	PIZZA PREPARATION REFRIGERATOR
35	2	HOT FOOD SERVING COUNTER / TABLE
36	1	HEAT LAMP
37	2	MICROWAVE OVEN
38	-	SPARE NUMBER
39	-	SPARE NUMBER
40	1	MEACHIN REFRIGERATOR
41	1	RANGE, 36", 6 OPEN BURNERS
42	1	GRIDDLE, GAS, COUNTERTOP
43	1	BROILER, DECK TYPE, GAS
44	1	CHEF BASE
45	1	WORK TABLE, STAINLESS STEEL TOP
46	1	DISHWASHER, BATTERY
47	1	HAND SINK
48	-	SPARE NUMBER
49	-	SPARE NUMBER
50	1	HAND SINK
51	1	CHARBROILER, GAS, COUNTERTOP
52	1	EQUIPMENT STAND FOR COUNTERTOP COOKING
53	1	WORK TABLE, STAINLESS STEEL TOP
54	1	RANGE, 36", 4 OPEN BURNERS
55	1	TILTING SKILLET BRAISING PAN, ELECTRIC
56	1	COMBI OVEN, GAS
57	1	COMBI OVEN, GAS
58	1	HAND SINK
59	-	SPARE NUMBER
60	-	SPARE NUMBER
61	1	FOOD STEAMER, ELECTRIC
62	1	WORK TABLE, STAINLESS STEEL TOP
63	1	WORK TABLE, TOP, STAINLESS STEEL TOP
64	1	SINK MOUNT FAUCET
65	1	DRAIN LEVER / TWIST WASTE
66	1	WORK TABLE, 36", STAINLESS STEEL TOP
67	1	PLANETARY MIXER
68	-	SPARE NUMBER
69	-	SPARE NUMBER
70	1	MOBILE HEATED CABINET
71	3	RUN / SHEET PAN RACK
72	3	WORK TABLE, 72", STAINLESS STEEL TOP
73	1	SHELVING UNIT, PLASTIC W/ METAL POST
74	1	SHELVING UNIT, PLASTIC W/ METAL POST
75	1	HEATED BANQUET CART
76	1	BEVERAGE COUNTER
77	1	SHELVING, WALL MOUNTED
78	1	WALL / SPLASH MOUNT FAUCET
79	1	ICED TEA BREWER
80	1	COFFEE MAKER / BREWER URN
81	-	SPARE NUMBER
82	-	SPARE NUMBER
83	1	SHELVING, HIGH DENSITY
84	1	SHELVING UNIT, PLASTIC W/ METAL POST
85	-	SPARE NUMBER
86	-	SPARE NUMBER
87	1	DISHTABLE, SOILED, "L" SHAPED
88	1	WALL / SPLASH MOUNT FAUCET
89	1	PRE-RINSE FAUCET ASSEMBLY
90	1	DRAIN, LEVER / TWIST WASTE
91	1	DISPOSER
92	1	DISHWASHER, CONVEYOR TYPE
93	1	CLEAN DISHTABLE
94	1	DISHTABLE, SOILED SORTING SHELF
95	1	SHELVING UNIT, PLASTIC W/ METAL POST
96	1	SHELVING UNIT, PLASTIC W/ METAL POST
97	1	WALL GRID SHELVING UNIT
98	1	WALL GRID SHELVING UNIT
99	1	TRIPPE TT COMPARTMENT SINK
100	1	PRE-RINSE FAUCET ASSEMBLY W/ HAND ON FAUCET
101	1	WALL / SPLASH MOUNT FAUCET
102	3	DRAIN, LEVER / TWIST WASTE
103	1	HAND SINK
104	1	GUEST MARY
105	-	SPARE NUMBER
106	-	SPARE NUMBER
107	1	WALK-IN COOLER / FREEZER
108	1	SHELVING, BANQUET COOLER
109	1	SHELVING, FREEZER
110	1	SHELVING, STEAM HOUSE
111	1	RACK, DOLLY
112	3	DISH CART / DOLLY
113	1	SHELVING UNIT, PLASTIC W/ METAL POST
114	1	PORTABLE BAR
115	1	ICE BIN
116	1	DRAINBOARD
117	1	HAND SINK
118	1	GROWLER STATIONS
119	1	GLASSWASHER, BRUSH TYPE
120	1	DRAFT BEER / WINE DISPENSING TOWER
121	1	BACK BAR CABINET REFRIGERATED



ENLARGED KITCHEN FLOOR PLAN
SCALE: 1/4" = 1'-0"



ENLARGED BAR PLAN
SCALE: 1/4" = 1'-0"

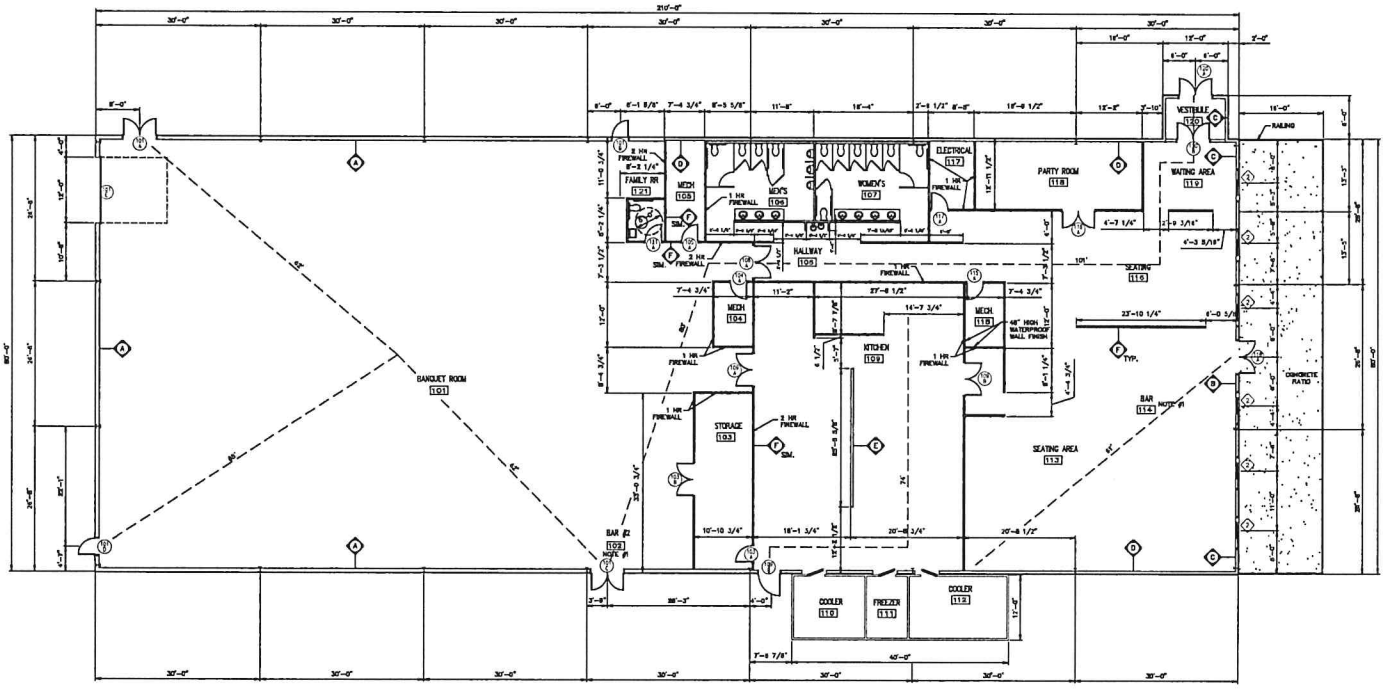
9.11.2023

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402-562-6074

VENUE RESTAURANT & ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

ENLARGED KITCHEN

A-2



FRAMING PLAN
SCALE: 1/4" = 1'-0"

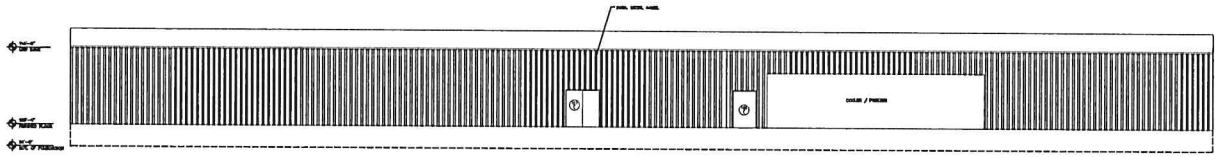
GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

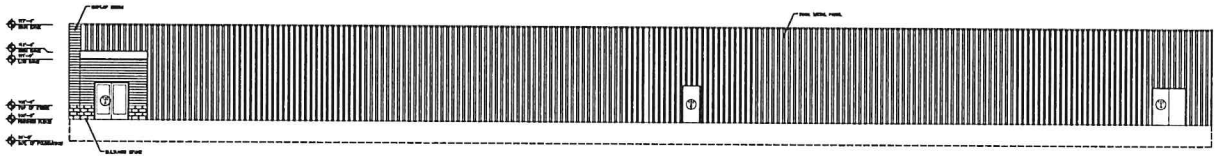
DESIGNED BY: TG
DRAWN BY: MES
CHECKED BY:
DATE: 9.11.2023
PROJECT NO.:
PROJECT NO.:

FRAMING PLAN
A-3

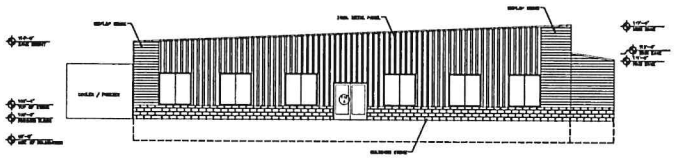
9.11.2023



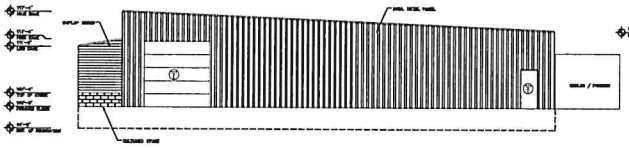
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

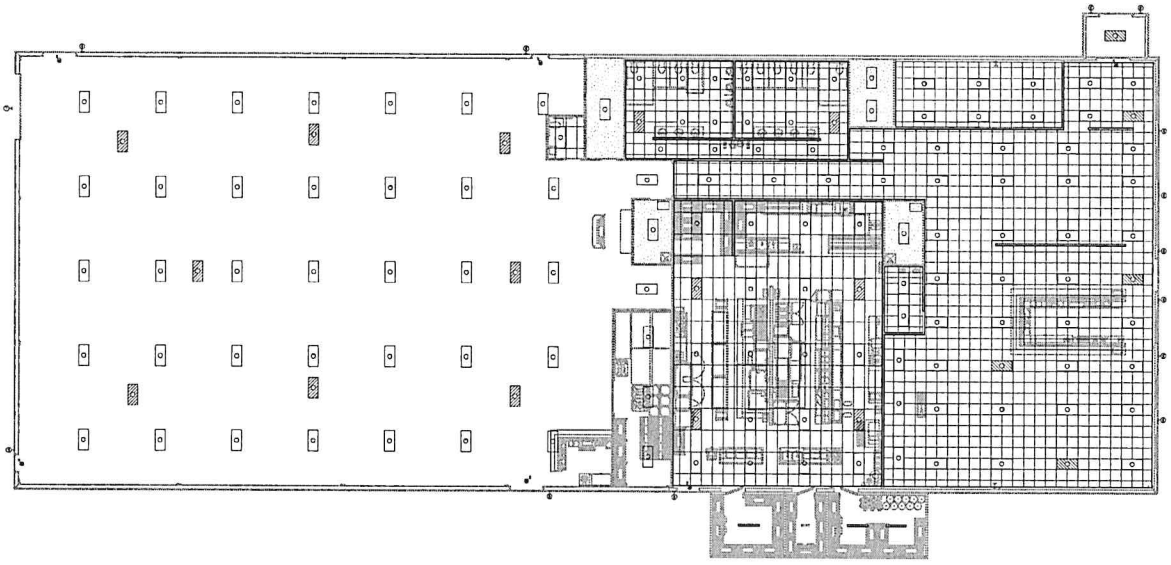
GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-9074

VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

REFLECTED CEILING

A-4

9.11.2023



REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

DESIGNED BY	TG
DRAWN BY	RCS
CHECKED BY	
DATE	9.11.2023
PROJECT NO.	

REFLECTED CEILING

A-5

9.11.2023

ROOM FINISH SCHEDULE

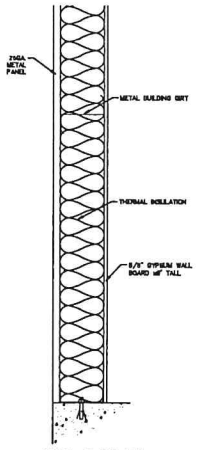
MARK	NAME	FLOOR	WALLS				CEILING		NOTES
			N	S	E	W	MATL	HEIGHT	
101	BANQUET ROOM	EPOXY	8" CMU / PT	8" CMU / PT	8" CMU / PT	CMU / PT	OPEN	13'-0"	—
102	BAR #2	EPOXY	—	PT	PT	—	OPEN	13'-0"	—
103	STORAGE	CONCRETE	PT	PT	PT	PT	OPEN	13'-0"	—
104	MEDIA	CONCRETE	PT	PT	PT	PT	CMU	8'-0"	—
105	MEDIA	CPT	PT	PT	PT	PT	CMU	8'-0"	—
106	MEN'S	CT	CT	CT	CT	CT	ACT	8'-0"	—
107	WOMEN'S	CT	CT	CT	CT	CT	ACT	8'-0"	—
108	HALLWAY	CPT	PT	PT	PT	PT	ACT	10'-0"	—
109	KITCHEN	EPOXY	FRP	FRP	FRP	FRP	ACT	10'-0"	—
110	COOLER	—	—	—	—	—	—	8'-0"	—
111	FREEZER	—	—	—	—	—	—	8'-0"	—
112	COOLER	—	—	—	—	—	—	8'-0"	—
113	SEATING AREA	CPT	PT	PT	PT	PT	ACT	10'-0"	—
114	BAR	CT	—	—	—	—	ACT	10'-0"	—
115	MEDIA	CONCRETE	PT	PT	PT	PT	CMU	8'-0"	—
116	SEATING	CPT	PT	PT	PT	PT	ACT	10'-0"	—
117	ELECTRICAL	CPT	PT	PT	PT	PT	CMU	8'-0"	—
118	PARTY ROOM	CPT	PT	PT	PT	PT	ACT	10'-0"	—
119	WAITING AREA	CT	PT	PT	PT	PT	ACT	10'-0"	—
120	VESTIBULE	CT	PT	PT	PT	PT	ACT	10'-0"	—
121	FAMILY RR	CT	CT	CT	CT	CT	ACT	8'-0"	—

DOOR AND FRAME SCHEDULE

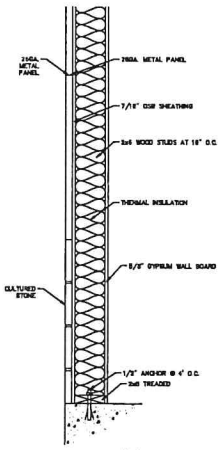
MARK	DOOR SIZE WD	HGT	THK	DOOR MATL	DOOR GLAZING	FRAME MATL	FRAME EL	FIRE RATING LABEL	HARDWARE SET NO	HARDWARE KEYSIDE RM NO	NOTES
101A	6'-0"	6'-8"	1 3/4"	STEEL	—	STEEL	—	—	—	—	—
101B	3'-0"	6'-8"	1 3/8"	STEEL	—	STEEL	—	—	—	—	—
101C	6'-0"	6'-8"	1 3/4"	STEEL	—	STEEL	—	—	—	—	—
101D	3'-0"	7'-0"	1 3/8"	STEEL	—	STEEL	—	—	—	—	—
101E	12'-0"	12'-0"	1 3/4"	STEEL	—	—	—	—	—	—	—
103A	3'-0"	6'-8"	1 3/8"	STEEL	—	STEEL	—	120 MIN.	—	—	—
103B	6'-0"	6'-8"	1 3/4"	STEEL	—	STEEL	—	60 MIN.	—	—	—
104A	3'-0"	7'-0"	1 3/8"	STEEL	—	STEEL	—	60 MIN.	—	—	—
105A	3'-0"	7'-0"	1 3/8"	STEEL	—	STEEL	—	—	—	—	—
108A	6'-0"	6'-8"	1 3/4"	STEEL	10X10 WIRE	STEEL	—	120 MIN.	—	—	—
109A	6'-0"	6'-8"	1 3/4"	STEEL	10X10 WIRE	STEEL	—	120 MIN.	—	—	DOUBLE SWING
109B	6'-0"	6'-8"	1 3/4"	STEEL	10X10 WIRE	STEEL	—	60 MIN.	—	—	DOUBLE SWING
109C	6'-0"	6'-8"	1 3/8"	STEEL	—	STEEL	—	—	—	—	—
115A	3'-0"	7'-0"	1 3/8"	STEEL	—	STEEL	—	60 MIN.	—	—	—
116A	6'-0"	7'-0"	1 3/4"	ALUMINUM	FULL	ALUMINUM	—	—	—	—	—
117A	3'-0"	7'-0"	1 3/8"	STEEL	—	STEEL	—	—	—	—	—
118A	6'-0"	6'-8"	1 3/4"	STEEL	—	STEEL	—	—	—	—	—
120A	6'-0"	6'-8"	1 3/4"	ALUMINUM	FULL	ALUMINUM	—	—	—	—	—
206	6'-0"	6'-8"	1 3/4"	ALUMINUM	FULL	ALUMINUM	—	—	—	—	—
121A	3'-0"	7'-0"	1 3/8"	STEEL	—	STEEL	—	—	—	—	—

WINDOW SCHEDULE

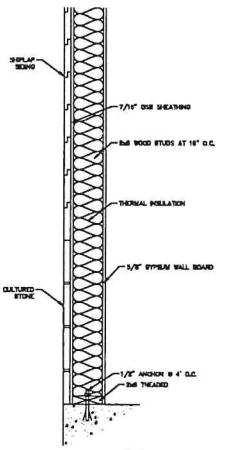
MARK	QTY	SIZE WIDTH	SIZE HEIGHT	TYPE	MATERIAL	NOTES
2	3	6'-0"	6'-0"	—	—	—



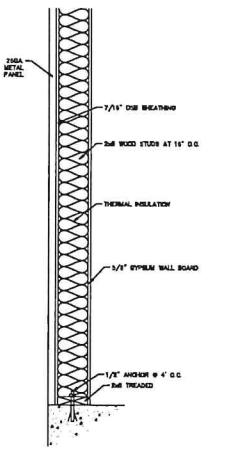
WALL TYPE 'A'
SCALE: 1 1/2"=1'-0"



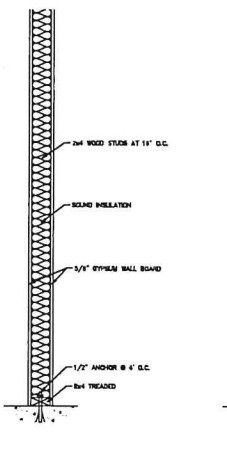
WALL TYPE 'B'
SCALE: 1 1/2"=1'-0"



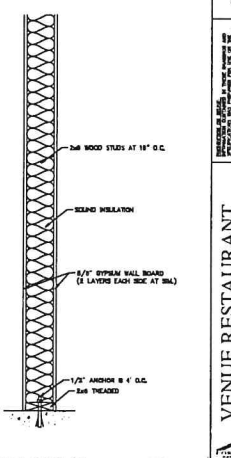
WALL TYPE 'C'
SCALE: 1 1/2"=1'-0"



WALL TYPE 'D'
SCALE: 1 1/2"=1'-0"



WALL TYPE 'E'
SCALE: 1 1/2"=1'-0"



WALL TYPE 'F'
SCALE: 1 1/2"=1'-0"

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-0074

VENUE RESTAURANT & ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

SCHEDULES

A-6

9.11.2023

HVAC FLAG NOTES

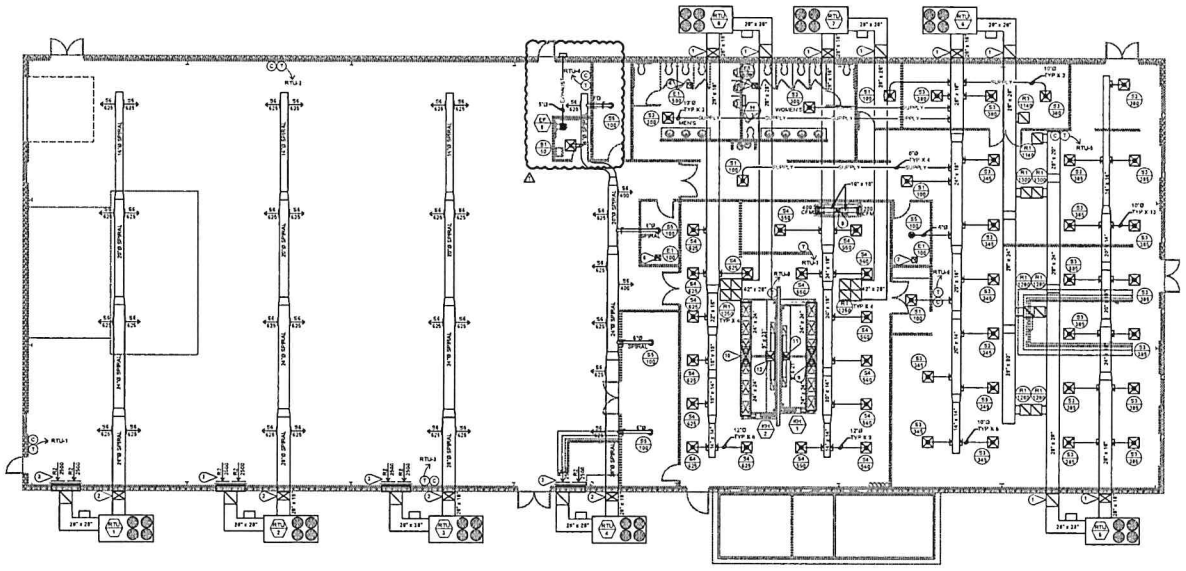
1. ENTER BUILDING ABOVE SUSPENDED CEILING.
2. ENTER BUILDING AT 12'-7" AFF
3. BOTTOM OF RETURN GRILLE AT 8'-7" AFF
4. 15"X 15" DUCT UP TO EF-1 ON ROOF
5. 15"X 15" DUCT UP TO EF-2 ON ROOF
6. 8"Ø" DUCT UP TO EF-3 ON ROOF
7. 8"Ø" DUCT UP TO EF-4 ON ROOF
8. 13"X 11" DUCT UP TO EF-1 ON ROOF
9. 46"X 24" DUCT UP TO MAU-1 ON ROOF
10. 46"X 24" DUCT UP TO MAU-2 ON ROOF
11. 19"X 19" GREASE DUCT UP TO KEF-1 ON ROOF, SEE GREASE DUCT DETAIL SHEET M1.4
12. 23"X 23" GREASE DUCT UP TO KEF-2 ON ROOF, SEE GREASE DUCT DETAIL SHEET M1.4

MECHANICAL LEGEND

SYMBOLS	DESCRIPTION
SUPPLY	SUPPLY DUCT
RETURN	RETURN DUCT
EXHAUST	EXHAUST DUCT
FA	FRESH AIR DUCT
RA	ROOM AIR
OA	OUTSIDE AIR
REF	REFRIGERANT PIPE
COND	CONDENSATE PIPE

MECHANICAL SYMBOLS

	AIR OUTLET/INLET DEVICE DESIGNATION (SUPPLY, RETURN, EXHAUST) AIR QUANTITY IN CFM	Ø	DIAMETER OF ROUND DUCT
	MECHANICAL EQUIPMENT DESIGNATION (AS INDICATED ON PLANS)	12" x 8"	RECTANGULAR DUCT: FIRST NUMBER IS SIDE SHOWN
	CEILING DIFFUSER/SUPPLY REGISTER		SUPPLY DUCT (RISE OR DROP)
	SPIRAL DUCT DIFFUSER/SUPPLY REGISTER AIR QUANTITY IN CFM		RETURN DUCT (RISE OR DROP)
	CEILING RETURN REGISTER/GRILLE	T C	THERMOSTAT(C) SENSOR
	WALL RETURN REGISTER/GRILLE AIR QUANTITY IN CFM		BALANCING DAMPER
	EXHAUST FAN	FD	INSULATED FLEXIBLE DUCT (MAXIMUM 5' IN LENGTH)
	CEILING EXHAUST REGISTER/GRILLE		FIRE DAMPER
			AUTOMATIC DAMPER (ELEC)



OVERALL HVAC PLAN

SCALE: 1/8" = 1'-0"

REVISED: 3-2-2024

JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS. 308.440.4270
jmarshall@jnm-eng.com

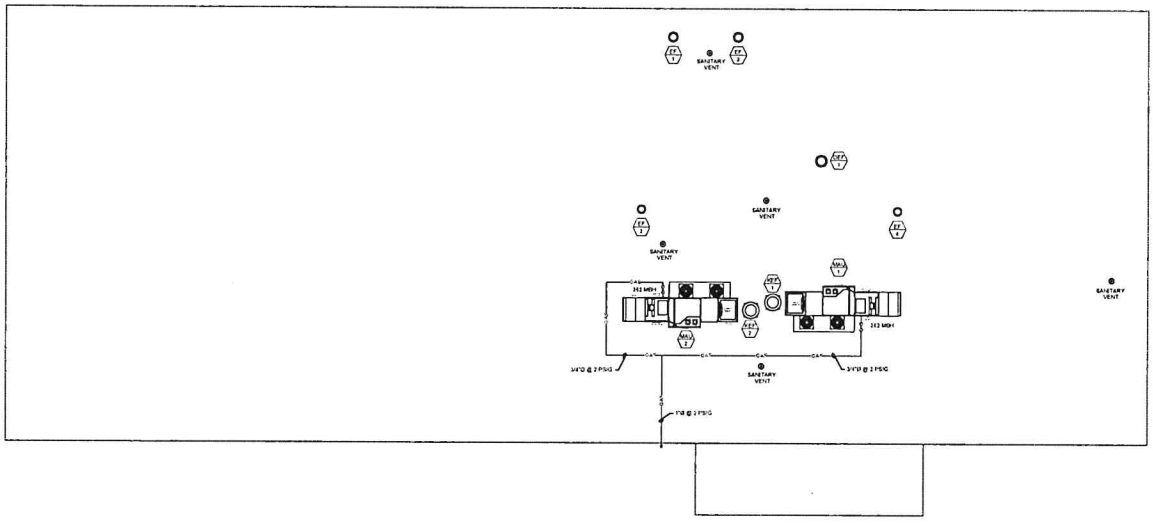
GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402-562-6074

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

M1.1

NOTES

1. MAINTAIN 10 FT CLEARANCE BETWEEN MAU INTAKE AND SANITARY VENTS AND EXHAUST AIR.
2. PROVIDE ROOF CURBS FOR ALL MECHANICAL EQUIPMENT ON ROOF THAT MATCHES THE PITCH AND PROFILE OF THE ROOF.



MECHANICAL ROOF PLAN

SCALE: 1/8" = 1'-0"

JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS: 308.440.4270
jmarshall@jnm-eng.com

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

M1.2

KITCHEN HOOD #1

HOOD NO.	MARK	MODEL	HOOD DIMENSIONS (ft.) LENGTH	WIDTH	HEIGHT	HOOD CONSTR.	HOOD/DUCT LOAD FACTOR	EXHAUST TOTAL CFM	EXHAUST EQUIPMENT WIDTH	LENGTH	DIA.	CFM	S.P.	SUPPLY MIN CFM	SUPPLY AC CFM	TOTAL WEIGHT LBS.	SECTION LOCATION
1	MH1	SHEHTANS	11ft	8ft	7ft	SEE SHEET A-2.1 FOR DETAILS	HEAVY	2197	4	21		2197	0.65"	1924		1564 BTU	LEFT
2	MH2	SHEHTANS	11ft	8ft	7ft	SEE SHEET A-2.1 FOR DETAILS	HEAVY	2198	3	21		2198	0.65"	1924		1564 BTU	RIGHT

HOOD INFORMATION

HOOD NO.	MARK	LIGHTING DETAILS FIXTURE TYPE BULB / LAMP INFO	QTY.	FOOT CANDLES	GREASE FILTRATION DETAILS FIXTURE TYPE MODEL MATERIAL	QTY.	SIZE (in.) L	W	LOCATION	UTILITY CABINET (S) FIRE SYSTEM TYPE	SIZE	MODEL	CONTROLS INTERFACE
1	MH1	ROUND LED	2	81.88	MONARCH STAINLESS STEEL	2	16	20	RIGHT	ANSUL R-102	3	MCA	
2	MH2	ROUND LED	2	81.88	MONARCH STAINLESS STEEL	2	16	20	RIGHT	ANSUL R-102	3	MCA	

SUPPLY PLENUM INFORMATION

HOOD NO.	MARK	POS.	TYPE	SIZE (in.) L	W	H	INSULATED	DAMPER (S)	SUPPLIED	QTY.	TOTAL CFM	TOTAL S.P.	TYPE	MOUNTING	COLLARS QTY.	A	L	DIA.	CFM	S.
1	MH1	RIGHT	ASP	10ft	1ft	4	NO	YES	NO		1924	0.51"	MUA	FACTORY	3	14	20		641	192
2	MH2	RIGHT	ASP	10ft	1ft	4	NO	YES	NO		1924	0.51"	MUA	FACTORY	3	14	20		641	192

HOOD OPTIONS

UL710 LISTED WITH OUT EXHAUST FIRE DAMPER - UL MH1170
BACK INTERIOR AIR SPACE - 6 IN WIDE
19 IN HIGH CEILING ENCLOSURES - FRONT LEFT RIGHT - FIELD INSTALLED
CONTINUOUS CAP TYPE
FACTORY MOUNTED EXHAUST COLLARS (3)
BACK SPLASH 112.25 IN HIGH 240.25 IN LONG
PERFORMANCE ENHANCING UP JET TECHNOLOGY
STANDING SEAM CONSTRUCTION FOR SUPERIOR STRENGTH

TEMPERED MAKE-UP AIR UNIT - KITCHEN HOOD #1

Main Valve

Qty	Governor Model	Volume	External SP	Total SP	MCA	MOP	Weight	SCCR
1	DGM-FSTSM-SNFHF-K2	3,845 CFM	0.50 in. w.g.	1.200 in. w.g.	47.2	90	3,156 lb	8 ka

Gas Manifold

Size	NOP	Enclosure	Valve with Shaft Sweeping	Amps RMS	Operating Power
3 Hp	208/460	ODP	Yes	11.90	1.65 Hp

Heating

Type	Gas Type	Temperature Entering Air	Leaving Air	Temp Rise	Capacity (MBH) Output	Efficiency	Capacity Input (MBH)	Gas Pressure Inlet	Manifold
Direct Gas	Natural	14.00 F	90.0 F	76.00 F	292.0	80%	1,215.0	7.0 in. w.g.	3.5 in. w.g.

Cooling

Cooling Type	Coil Model	Rows Deep	Fins Per Inch	Face Area (sq. ft.)	Total Capacity (MBH)	Sensible Capacity (MBH)	Entering Air DB (F)	Entering Air WB (F)	Leaving Air DB (F)	Leaving Air WB (F)
Packaged DX	DJH060H-3HA0A	3	15	10.0 Sq.ft.	119.8 MBH	96.6 MBH	81.0 F	74.0 F	74.0 F	68.0 F
Coil SP	Refrigerant	Suction Temp	Liquid Temp	Superheat	Circuits	Refrigerant Charge	Liquid Line OD / Size			
N/A	R-410a	41.0 F	110.0 F	6 F	8	N/A	N/A			

Outlet Sound Power By Octave Band

63	125	250	500	1000	2000	4000	8000	Lwa	dBA	Sones
81.0	74.2	72.8	74.1	74.1	72.1	67.0	57.8	83.8	73.9	17.3

Unit is weighted sound power level based on ARI 81.4
dBA - A weighted sound pressure level based on 1/3 octave values at 5.0 ft.
Model Greenheck SCC based on an average attenuation of 10.0 dB per octave band at 5.0 ft.

BELT DRIVE UPBLAST CENTRIFUGAL ROOF EXHAUST FAN - KITCHEN HOOD #1

QTY	MARK	MANUFACTURER MODEL	FAN INFORMATION VOLUME (CFM)	TOTAL EXTERNAL SP (IN. WG.)	FAN RPM	OPERATING POWER (HP)	WEIGHT (LB.)	BASE (IN.)	MOTOR INFORMATION VOLTS	ENCLOSURE	MOTOR RPM	VIBRATION	NEC FLA
1	EF-1	CUBE-190-D	5,770	1.00"	1,187	7.8	193	3	208/460	OP	1725	1	12

NEC FLA = Based on table 430.250 or 430.248 of National Electrical Code 2020. Actual motor FLA may vary for using thermal overload. consult factory

MAU - SELECTIONS AND ACCESSORIES

Standard Curb Cap Size = 30 Square
UL/ULC 705 Listed - Equipment EC - Power Ventilators for Restaurant Exh. Appliances (Formerly UL 762)
Switch NEMA 1, Toggle - Shipped with Unit
Hinge - Factory Installed
High Temp Curb Seal Rated for Continuous Duty at 180.0 F (Factory Mounted)
Grease Trap (By Others)
Hood Baffle (Internal)
Bearings with Grease Fittings. L10 life of 100,000 hrs @ 0.8 avg. life 200,000 hrs.

CONTROL INFORMATION - KITCHEN HOOD #1

MARK	ELECTRICAL CONTROL PACKAGE MODEL	LOCATION	USER INTERFACE TYPE	LOCATION	FAN #	FAN CONTROLLED TYPE	FAN	FAN MARK	ZONE	CFM	HP	VOLTS	PH	PHASE	VFD START/STOP (Y/N/NA)	VFD (Y/N/NA)
MAU CONTROLS	SI-QUIC-MAU-SJHD	LEFT CABINET DX MAU	FULL COLOR TOUCHSCREEN	SHIP LOOSE	1	EXHAUST	EF1	MAU-1	1	4,170	7.5	208	3	1	NO	NO
					2	SUPPLY	EF1	MAU-1	1	3,845	7.5	208	3	1	NO	NO

CONTROL FEATURES

HOOD LIGHT CONTROL
TEMP SENSORS FACTORY INSTALLED - QTY. 2
DRY FIRE CONTACTS - QTY. 1
LIGHTS OFF DURING FIRE
EXHAUST MAU DURING FIRE
SUPPLY OFF DURING FIRE

FIRE SYSTEM INFORMATION - KITCHEN HOOD #1

MARK	MODEL	LOCATION	FLOW POINTS HOOD	PCU	SUPPLY LINE	DETECTION	MARK (S) PROTECTED BY FIRE SYSTEM
MAU FIRE SUPPRESSION	ANSUL R-102 WET CHEMICAL	CABINET - LEFT END OF MAU	31 FLOWS 31 AVAILABLE		CONTINUOUS	FUSIBLE LINK	MAU SECTION 1 MAU SECTION 2

FIRE SYSTEM OPTIONS AND ACCESSORIES

FULL INSTALLATION (INCLUDES PREMPRE HOODS) WITH DETECTION AND FACTORY COORDINATED INSTALL
CHROME SLEEVES FOR FACTORY PROVIDED APPLIANCES OPSPS - INCLUDED
METAL BLOW OFF CAPS - INCLUDED
GAS VALVE - INCLUDED - MECHANICAL SHUT OFF VALVE 2" (INSIDE) - PARTS AND LABOR ONLY SHUT OFF VALVE #1,2,3,4
HOOD SUPPRESSION TANK - INCLUDED - 6 GAL - 20 LB TANK SIZE
REMOTE PULL STATION - STANDARD - FIELD INSTALLATION AT SINGLE POINT OF EXPRESS

DIRECT DRIVE UPBLAST CENTRIFUGAL ROOF EXHAUST FAN - DISHWASHER EXHAUST

QTY	MARK	MANUFACTURER MODEL	FAN INFORMATION VOLUME (CFM)	TOTAL EXTERNAL SP (IN. WG)	FAN RPM	OPERATING POWER (HP)	WEIGHT/SIZE (LB.)	MOTOR INFORMATION HP	VOLTS	ENCLOSURE	MOTOR RPM	VIBRATION	NEC FLA
1	EF-2	CUBE-190-D	1,000	0.5	1,075	0.52	37	0.667	115/60/1	OP	1725	1	6.6

NEC FLA = Based on table 430.250 or 430.248 of National Electrical Code 2020. Actual motor FLA may vary for using thermal overload. consult factory

DEKA - SELECTIONS AND ACCESSORIES

Standard Curb Cap Size = 16 Square
UL/ULC 705 Listed - Power Ventilators
Switch NEMA 1, Toggle - Shipped with Unit
Foam Curb Seal (Factory Applied)
Damper Shipped Loose - BDI-15MB-0115 - Blank, Operator Not Called, Nominal Size

KITCHEN HOOD #2

HOOD NO.	MARK	MODEL	HOOD DIMENSIONS (ft.) LENGTH	WIDTH	HEIGHT	HOOD CONSTR.	HOOD/DUCT LOAD FACTOR	EXHAUST TOTAL CFM	EXHAUST EQUIPMENT WIDTH	LENGTH	DIA.	CFM	S.P.	SUPPLY MIN CFM	SUPPLY AC CFM	TOTAL WEIGHT LBS.	SECTION LOCATION
1	MH2	SHEHTANS	10ft	8ft	7ft	SEE SHEET A-2.1 FOR DETAILS	HEAVY	2382	4	21		2382	0.65"	2085		1697 BTU	LEFT
2	MH2	SHEHTANS	10ft	8ft	7ft	SEE SHEET A-2.1 FOR DETAILS	HEAVY	2382	3	21		2382	0.65"	2085		1697 BTU	RIGHT

HOOD INFORMATION

HOOD NO.	MARK	LIGHTING DETAILS FIXTURE TYPE BULB / LAMP INFO	QTY.	FOOT CANDLES	GREASE FILTRATION DETAILS FIXTURE TYPE MODEL MATERIAL	QTY.	SIZE (in.) L	W	LOCATION	UTILITY CABINET (S) FIRE SYSTEM TYPE	SIZE	MODEL	CONTROLS INTERFACE
1	MH2	ROUND LED	8	73.10	MONARCH STAINLESS STEEL	4	16	20					
2	MH2	ROUND LED	8	73.10	MONARCH STAINLESS STEEL	4	16	20	RIGHT	ANSUL R-102	3	MCA	

SUPPLY PLENUM INFORMATION

HOOD NO.	MARK	POS.	TYPE	SIZE (in.) L	W	H	INSULATED	DAMPER (S)	SUPPLIED	QTY.	TOTAL CFM	TOTAL S.P.	TYPE	MOUNTING	COLLARS QTY.	A	L	DIA.	CFM	S.
1	MH2	RIGHT	ASP	10ft	1ft	4	NO	YES	NO		2382	0.51"	MUA	FACTORY	3	14	20		794	238
2	MH2	RIGHT	ASP	10ft	1ft	4	NO	YES	NO		2382	0.51"	MUA	FACTORY	3	14	20		794	238

HOOD OPTIONS

UL710 LISTED WITH OUT EXHAUST FIRE DAMPER - UL MH1170
BACK INTERIOR AIR SPACE - 6 IN WIDE
19 IN HIGH CEILING ENCLOSURES - FRONT LEFT RIGHT - FIELD INSTALLED
CONTINUOUS CAP TYPE
FACTORY MOUNTED EXHAUST COLLARS (3)
BACK SPLASH 112.25 IN HIGH 240.25 IN LONG
PERFORMANCE ENHANCING UP JET TECHNOLOGY
STANDING SEAM CONSTRUCTION FOR SUPERIOR STRENGTH

TEMPERED MAKE-UP AIR UNIT - KITCHEN HOOD #2

Main Valve #2

Qty	Governor Model	Volume	External SP	Total SP	MCA	MOP	Weight	SCCR
1	DGM-FSTSM-SNFHF-K2	4,765 CFM	0.50 in. w.g.	1.241 in. w.g.	57.2	90	3,156 lb	8 ka

Gas Manifold

Size	NOP	Enclosure	Valve with Shaft Sweeping	Amps RMS	Operating Power
3 Hp	208/460	ODP	Yes	11.90	1.65 Hp

Heating

Type	Gas Type	Temperature Entering Air	Leaving Air	Temp Rise	Capacity (MBH) Output	Efficiency	Capacity Input (MBH)	Gas Pressure Inlet	Manifold
Direct Gas	Natural	14.00 F	87.0 F	73.00 F	362.0	80%	1,507.0	7.0 in. w.g.	3.5 in. w.g.

Cooling

Cooling Type	Coil Model	Rows Deep	Fins Per Inch	Face Area (sq. ft.)	Total Capacity (MBH)	Sensible Capacity (MBH)	Entering Air DB (F)	Entering Air WB (F)	Leaving Air DB (F)	Leaving Air WB (F)
Packaged DX	DJH060H-3HA0A	3	15	10.0 Sq.ft.	119.8 MBH	96.6 MBH	81.0 F	74.0 F	74.0 F	68.0 F
Coil SP	Refrigerant	Suction Temp	Liquid Temp	Superheat	Circuits	Refrigerant Charge	Liquid Line OD / Size			
N/A	R-410a	41.0 F	110.0 F	6 F	8	N/A	N/A			

Outlet Sound Power By Octave Band

63	125	250	500	1000	2000	4000	8000	Lwa	dBA	Sones
81.0	74.2	72.8	74.1	74.1	72.1	67.0	57.8	83.8	73.9	17.3

Unit is weighted sound power level based on ARI 81.4
dBA - A weighted sound pressure level based on 1/3 octave values at 5.0 ft.
Model Greenheck SCC based on an average attenuation of 10.0 dB per octave band at 5.0 ft.

BELT DRIVE UPBLAST CENTRIFUGAL Roof Exhaust Fan - Kitchen Hood #2

QTY	MARK	MANUFACTURER MODEL	FAN INFORMATION VOLUME (CFM)	TOTAL EXTERNAL SP (IN. WG)	FAN RPM	OPERATING POWER (HP)	WEIGHT (LB.)	BASE (IN.)	MOTOR INFORMATION VOLTS	ENCLOSURE	MOTOR RPM	VIBRATION	NEC FLA
1	HEAC	CUBE-190-D	4,765	1.00"	1,166	7.82	193	3	208/460	OP	1725	1	12

NEC FLA = Based on table 430.250 or 430.248 of National Electrical Code 2020. Actual motor FLA may vary for using thermal overload. consult factory

HEAC - SELECTIONS AND ACCESSORIES

Standard Curb Cap Size = 30 Square
UL/ULC 705 Listed - Equipment EC - Power Ventilators for Restaurant Exh. Appliances (Formerly UL 762)
Switch NEMA 1, Toggle - Shipped with Unit
Hinge - Factory Installed
High Temp Curb Seal Rated for Continuous Duty at 180.0 F (Factory Mounted)
Grease Trap (By Others)
Hood Baffle (Internal)
Bearings with Grease Fittings. L10 life of 100,000 hrs @ 0.8 avg. life 200,000 hrs.

CONTROL INFORMATION - KITCHEN HOOD #2

MARK	ELECTRICAL CONTROL PACKAGE MODEL	LOCATION	USER INTERFACE TYPE	LOCATION	FAN #	FAN CONTROLLED TYPE	FAN	FAN MARK	ZONE	CFM	HP	VOLTS	PH	PHASE	VFD START/STOP (Y/N/NA)	VFD (Y/N/NA)
HAC CONTROLS	SI-QUIC-MAU-SJHD	RIGHT CABINET DX MAU	FULL COLOR TOUCHSCREEN	SHIP LOOSE	1	SUPPLY	EF1	MAU-2	1	4,170	7.5	208	3	1	NO	NO
					2	EXHAUST	EF1	HEAC	1	4,765	7.5	208	3	1	NO	NO

CONTROL FEATURES

HOOD LIGHT CONTROL
TEMP SENSORS FACTORY INSTALLED - QTY. 2
DRY FIRE CONTACTS - QTY. 1
LIGHTS OFF DURING FIRE
EXHAUST MAU DURING FIRE
SUPPLY OFF DURING FIRE

FIRE SYSTEM INFORMATION - Kitchen Hood #2

MARK	MODEL	LOCATION	FLOW POINTS HOOD	PCU	SUPPLY LINE	DETECTION	MARK (S) PROTECTED BY FIRE SYSTEM
HAC FIRE SUPPRESSION	ANSUL R-102 WET CHEMICAL	CABINET - RIGHT END OF HAC	31 FLOWS 31 AVAILABLE		CONTINUOUS	FUSIBLE LINK	HAC SECTION 1 HAC SECTION 2

FIRE SYSTEM OPTIONS AND ACCESSORIES

FULL INSTALLATION (INCLUDES PREMPRE HOODS) WITH DETECTION AND FACTORY COORDINATED INSTALL
CHROME SLEEVES FOR FACTORY PROVIDED APPLIANCES OPSPS - INCLUDED
METAL BLOW OFF CAPS - INCLUDED
GAS VALVE - INCLUDED - MECHANICAL SHUT OFF VALVE 2" (INSIDE) - PARTS AND LABOR ONLY SHUT OFF VALVE #1,2,3,4
HOOD SUPPRESSION TANK - INCLUDED - 6 GAL - 20 LB TANK SIZE
REMOTE PULL STATION - STANDARD - FIELD INSTALLATION AT SINGLE POINT OF EXPRESS

JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
(US): 308.440.4270
jnmarshal@jnm-eng.com

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-4074

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

NO.	DESCRIPTION	DATE
1	ADDENDUM #1	10-15-2021

DESIGNED BY: JNM
DRAWN BY: JNM
CHECKED BY:
DATE: 10-15-2021
PROJECT NO.:
PROJECT NO.:

M1.3

HVAC SPECIFICATIONS

GENERAL MECHANICAL REQUIREMENTS

1.1 THE CONTRACTOR SHALL WARRANT ALL MATERIALS, WORKMANSHIP AND EQUIPMENT AGAINST DEFECTS FOR A PERIOD OF ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION.

1.2 THE WORK SHALL BE PERFORMED BY PERSONS SKILLED IN THE TRADE INVOLVED AND SHALL BE DONE IN A MANNER CONSISTENT WITH NORMAL INDUSTRY STANDARDS.

BASIC MECHANICAL MATERIALS AND METHODS

2.1 ALL MECHANICAL SYSTEMS SHALL BE CLEANED TO AS NEAR TO NEW CONDITION AS PRACTICAL BEFORE FINAL ACCEPTANCE.

2.2 THE AIR FLOW IN THE HVAC SYSTEM SHALL BE BALANCED BY A CERTIFIED AIR BALANCER TO MATCH THE DESIGN AS SHOWN ON THE PRINT.

2.3 ALTERNATES ARE NOT ACCEPTED UNLESS THEY ARE EITHER EQUAL TO OR GREATER THAN THOSE DEVICES SPECIFIED.

2.4 PROVIDE CLEARANCES TO ALL EQUIPMENT AS PER MANUFACTURER'S INSTALLATION AND OPERATION REQUIREMENTS AND/OR BY CODE.

METAL DUCT - ROUND AND RECTANGULAR - INSULATION REQUIREMENT

3.1 APPLICATION INSULATE SUPPLY DUCT AND ROUND RETURN DUCT WITHIN THE BUILDING ENVELOPE WITH FLEXIBLE WRAP 2" THICK R-6 MINIMUM. INSULATE RECTANGULAR RETURN DUCT WITHIN THE BUILDING ENVELOPE WITH DUCT LINER 1-1/2" THICK R-6 MINIMUM. INSULATE SUPPLY AND RETURN DUCTS EXTERIOR OF THE BUILDING ENVELOPE WITH DUCT LINER 2" THICK R-8 MINIMUM. EXPOSED SPIRAL DUCTS IS NOT TO BE INSULATED.

3.2 FLEXIBLE GLASS FIBER WRAP, ASTM C1136 TYPE III AVAILABLE AS 2" FSK, ASTM C1136 TYPE II FSK, SCRIM

KRAFT FACING, APPROXIMATE DENSITY=0.75 LB PER CUBIC FT

1. INSULATION, ADHESIVES, JACKET, ETC. MUST COMPLY WITH NFPA AND LOCAL CODES FOR SMOKE DEVELOPED AND FLAME SPREAD RATINGS.
2. FLEXIBLE BLANKET INSULATION SHALL BE INSTALLED WITH EDGES TIGHTLY BUTTED AND SHALL CONFORM TO DUCT SURFACES UNIFORMLY AND PRIVATE.
3. SECURE INSULATION WITH VAPOR BARRIER LAP JOINTS WITH STAPLES, SEAL JACKET JOINTS WITH VAPOR BARRIER ADHESIVE OR TAPE TO MATCH JACKET.
4. FLEXIBLE BLANKET INSULATION SHALL BE CUT SLIGHTLY LONGER THAN PERIMETER OF DUCT TO INSURE FULL THICKNESS AT CORNERS. INSTALL WITHOUT SAG ON UNDERSIDE OF DUCTWORK. USE ADHESIVE OR MECHANICAL FASTENERS ON 18" CENTERS WHERE DUCT IS OVER 24" WIDE TO PREVENT SAGGING.

3.3 DUCT LINER: ASTM C1071; MAXIMUM K VALUE OF 0.28 BTU/HR/SQ/FT/F/AT 75 DEG F; APPROXIMATE NOMINAL DENSITY 1.5 LB. PER CUBIC FOOT. TEMPERATURES UP TO 250 DEGREE F. TESTED IN ACCORDANCE WITH ASTM C411 AND ASTM E84 INSTALL DUCT LINER INSULATION AS FOLLOWS

1. DUCT LINER ADHESIVE MUST ADHERE TO THE REQUIREMENTS OF ASTM C916.
2. THE FINISHED DUCT SYSTEM MUST MEET ALL OF THE REQUIREMENTS OF THE INTERNATIONAL MECHANICAL CODE, NFPA 90A AND NFPA 90B.
3. ADHERE A SINGLE LAYER OF INDICATED THICKNESS OF DUCT LINER WITH AT LEAST 95 PERCENT ADHESIVE COVERAGE AT LINER CONTACT SURFACE AREA. ATTAINING INDICATED THICKNESS WITH MULTIPLE LAYERS OF DUCT LINER IS PROHIBITED.
4. APPLY ADHESIVE TO TRANSVERSE EDGES OF LINER FACING UPSTREAM THAT DO NOT RECEIVE METAL NOSING.
5. BUTT TRANSVERSE JOINTS WITHOUT GAPS AND COAT JOINT WITH ADHESIVE.
6. FOLD AND COMPRESS LINER IN CORNERS OF RECTANGULAR DUCTS OR CUT AND FIT TO ENSURE BUTTED-EDGE OVERLAPPING.
7. DO NOT APPLY LINER IN RECTANGULAR DUCTS WITH LONGITUDINAL JOINTS, EXCEPT AT CORNERS OF DUCTS, UNLESS DUCT SIZE AND STANDARD LINER PRODUCT DIMENSIONS MAKE LONGITUDINAL JOINTS NECESSARY.
8. APPLY ADHESIVE COATING ON LONGITUDINAL SEAMS IN DUCTS WITH AIR VELOCITY OF 2500 FPM (12.7 M/S).
9. SECURE LINER WITH MECHANICAL FASTENERS 4 INCHES (100 MM) FROM CORNERS AND AT INTERVALS NOT EXCEEDING 12 INCHES (300 MM) TRANSVERSELY; AT 3 INCHES (75 MM) FROM TRANSVERSE JOINTS AND AT INTERVALS NOT EXCEEDING 18 INCHES (450 MM) LONGITUDINALLY.
10. SECURE TRANSVERSELY-ORIENTED LINER EDGES FACING THE AIRSTREAM WITH METAL NOSINGS THAT HAVE EITHER CHANNEL OR "Z" PROFILES OR ARE INTEGRALLY FORMED FROM DUCT WALL.
11. SECURE INSULATION BETWEEN PERFORATED SHEET METAL INNER DUCT OF SAME THICKNESS AS SPECIFIED FOR OUTER SHELL. USE MECHANICAL FASTENERS THAT MAINTAIN INNER DUCT AT UNIFORM DISTANCE FROM OUTER SHELL WITHOUT COMPRESSING INSULATION.
12. DUCT DIMENSIONS SHOWN ON PLANS ARE FINISHED INSIDE DIMENSIONS WHERE DUCT LINER IS TO BE USED. VERIFY CLEARANCES OF DUCT WITH BUILDING STRUCTURAL MEMBERS.

FLEXIBLE INSULATED DUCT

4.1 FACTORY INSULATED TO R-6 MINIMUM ROUND AIR DUCT WITH OUTER JACKET ENCLOSING GLASS FIBER INSULATION WRAPPED AROUND CONTINUOUS INNER AIR BARRIER FILM REINFORCED WITH ENCAPSULATED STEEL WIRE HELIX. UL 181 CLASS 1, PRESSURE RATING - POLYETHYLENE JACKET 34" W.G. NEGATIVE, 4" POSITIVE, MINIMUM LENGTH 60', CONSTRUCT TEES BENDS AND ELBOWS WITH MINIMUM CENTERLINE RADIUS OF 1 1/2 TIMES WIDTH OF DUCT.

ROOFTOP UNITS

6.1 WARRANTY - MATERIALS AND WORKMANSHIP COMPLETE UNIT - ONE YEAR, COMPRESSOR - FIVE YEARS, HEAT EXCHANGER 10 YEARS

6.2 DISCONNECT AND CONVENIENCE OUTLET FACTORY INSTALLED AS INDICATED ON THE ROOF TOP UNIT SCHEDULE.

6.3 THERMOSTAT - 7-DAY PROGRAMMABLE

6.4 COORDINATE POWER REQUIREMENT AND CONNECTION WITH ELECTRICAL CONTRACTOR.

FIRE DAMPERS

6.1 FACTORY FABRICATED FIRE DAMPERS. COMPLETE WITH REQUIRED HARDWARE AND ACCESSORIES. UL LABELLED ACCORDING TO UL 555, "FIRE DAMPERS".

6.2 FIRE DAMPERS REQUIRED AT DUCT PENETRATIONS OF 2-HR RATED WALLS, 1-HR RATED CEILINGS AND AIR TRANSFER OPENINGS IN RATED WALLS.

SHEET METAL DUCTWORK AND FITTINGS

7.1 DUCTWORK SHALL BE CONSTRUCTED OF NEW SHEETS OF GALVANIZED STEEL.

7.2 ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH NFPA 90A, SMACNA AND 2-HRAE GUIDELINES.

7.3 ALL DUCTWORK SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS, RELATED INDUSTRY STANDARDS AND APPLICABLE CODES. SUPPORT AND CONNECT METAL DUCTS ACCORDING TO SMACNA'S "HVAC DUCT CONSTRUCTION STANDARD." TYPICAL DUCT SUPPORT TO CONSIST OF BAR JOIST CLAMPS ALL THREADED ROD AND STRAPS.

7.4 ALL JOINTS, SEAMS AND CONNECTIONS TO BE SECURELY FASTENED AND SEALED WITH WELDS, GASKETS, MASTICS, MASTIC PLUS EMBEDDED FABRIC SYSTEMS OR TAPES AND MASTICS USED TO SEAL DUCTWORK SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 181A OR UL 181B. DUCT CONNECTIONS TO FLANGES OF AIR DISTRIBUTION SYSTEM EQUIPMENT SHALL BE SEALED AND MECHANICALLY FASTENED. UNLISTED DUCT TAPE IS NOT PERMITTED AS A SEALANT ON ANY METAL DUCTS.

7.5 TURNING VANES SHALL BE USED IN SUPPLY DUCT WHERE ABRUPT 90 DEGREE TURNS ARE REQUIRED.

7.6 CONTRACTOR MAY VARY ROUTE AND SHAPE OF DUCTWORK AND MAKE OFFSETS DURING PROGRESS OF WORK IF REQUIRED DUE TO STRUCTURAL OR OTHER INTERFERENCES. WHERE SUCH CHANGES INVOLVE THE 5'0 TPH PERFORMANCE, THE CHANGES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. ALL DUCTWORK SHALL BE SUBSTANTIALLY AND NEATLY SUPPORTED FOLLOWING SMACNA PROCEDURES.

7.7 BRANCH TAKE-OFFS FROM MAIN SUPPLY SHALL BE THE HIGH EFFICIENCY TYPE WITH TETHERED THROAT FITTINGS WITH INTEGRAL SQUARE TO ROUND TRANSITIONS AND MANUAL VOLUME DAMPER.

7.8 RECTANGULAR DUCT GAUGES AND REINFORCEMENT SHALL BE PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS FOR 3 INCH WG POSITIVE AND NEGATIVE.

ROUND DUCT

8.1 ALL JOINTS AND SEAMS TO BE SECURELY FASTENED AND SEALED AS PER SMACNA DUCT CONSTRUCTION STANDARDS.

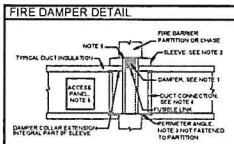
8.2 EXPOSED SPIRAL DUCT TO HAVE PAINT GRIP FINISH.

8.3 GAUGES SHALL NOT BE LESS THAN THOSE SHOWN ON TABLE BELOW

SPIRAL DUCT DIAMETER	SPIRAL SEAM GAUGE
3"-4"	28
5"-12"	26
13"-26"	24
27"-36"	24

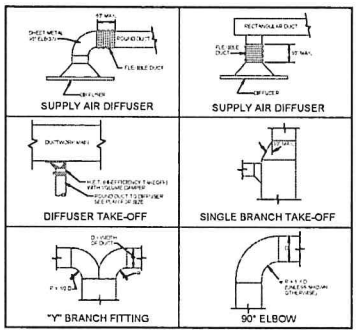
ROUND MINIMUM DIMENSION	LONG SEAM GAUGE
8"-9"	26
9"-30"	24

FIRE DAMPER DETAIL

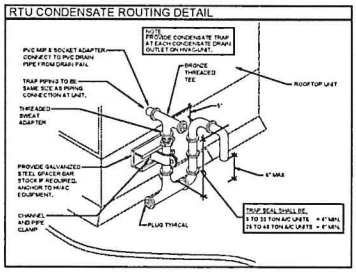


FIRE DAMPER NOTES

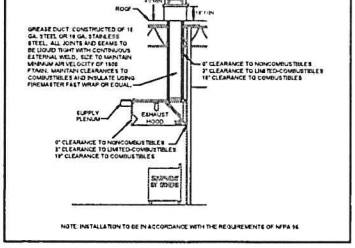
1. A DAMPER INSTALLATION IS SHOWN, HORIZONTAL DAMPER INSTALLATION IS SIMILAR. FOLLOW DAMPER MANUFACTURER'S INSTRUCTIONS INCLUDING FASTENER OPTIONS AND SPACING FOR ALL DAMPER TYPES AND SIZES. FIRE DAMPERS SHALL BE INSTALLED IN THE PARTITION, CENTERLINE, WITHIN THE PENETRATION.
2. GALVANIZED STEEL NOT LESS THAN THE THICKNESS OF THE CONNECTING DUCT. FASTEN SLEEVE TO DAMPER FRAME, AND TO PENNETRATION ANGLES.
3. PERIMETER ANGLES: GALVANIZED STEEL, NOT LESS THAN 1-1/2"x1-1/2"x1-1/4" 16 GAGE. TO PROVIDE 1" MINIMUM OVERLAP OF THE OPENING SHALL FOUR SIDES.
4. BREAKAWAY DUCT CONNECTION: CONTRACTOR'S CHOICE OF TYPES SHOWN IN SMACNA UFGS FIG 3-10, SEAL JOINTS.
5. ACCESS PANELS: SIZE AND LOCATION TO PERMIT SERVICING THE FUSIBLE LINK(S).
6. PROVIDE 1/2" TO 1/4" CLEARANCE ON HEIGHT AND WIDTH. FILL ANNULAR SPACE WITH ROCK WOOL, FIRE STOP FOAM.
7. ALL DUCT WORK REFERS WHICH ARE RUN EXPOSED, SUCH AS THROUGH ATTIC FLOORS, AND MECHANICAL ROOM FLOORS SHALL BE PROVIDED WITH A 3" HIGH CONCRETE CURB AROUND OPENING FOR DUCT.
8. PROVIDE UL LISTED FIRE DAMPERS AND INSTALL IN ACCORDANCE WITH SMACNA AND UL, 555 REQUIREMENTS.



RTU CONDENSATE ROUTING DETAIL



GREASE DUCT DETAIL



NOTE: INSTALLATION TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 96

ROOF TOP UNIT SCHEDULE

MARK	MANUFACTURER AND MODEL NUMBER	DESCRIPTION	EVAPORATOR FAN CFM	EVAPORATOR FAN SP	EVAPORATOR FAN BHP	EER	COOLING TOTAL MBH	COOLING SENSIBLE MBH	COOLING CAPACITY STEPS	HEATING INPUT MBH	HEATING OUTPUT MBH	ELECTRICAL VOLTAGE	ELECTRICAL MCA	ELECTRICAL MAX FUSE	WEIGHT	REMARKS
RTU-1	YORK YHC060E4RGA	HORIZONTAL GAS/ELECTRIC PACKAGED UNIT WITH ECONOMIZER	2400	0.5	0.4	12.5	62	47	1/35	144.0	122.8	460	28.6	40	1100	1 2 3 4 5 6 7
RTU-2 RTU-3 RTU-4 RTU-5 RTU-6 RTU-7 RTU-8	YORK YHC048E4RGA	HORIZONTAL GAS/ELECTRIC PACKAGED UNIT WITH ECONOMIZER	1600	0.5	0.3	12.5	50	37	1/35	144.0	122.8	460	28.6	40	1070	1 2 3 4 5 6 7

1. FIELD PROVIDED CONDENSATE TRAP - RETURN DUCTWORK INSULATED
2. CONDENSATE DISCONNECT
3. HAIL GUARD KIT
4. BELT DRIVE BLOWER
5. 4" MERV 13 FILTERS
6. SINGLE ENTHALPY ECONOMIZER
7. TRANE ECONOMIZER WITH WALL MOUNTED CO2 SENSOR FOR DEMAND VENTILATION CONTROL
8. PROVIDED CONVENIENCE OUTLET
9. ALUMINIZED HEAT EXCHANGER
10. TWO STAGE COOLING, TWO STAGE HEATING
11. STAINLESS STEEL HEAT EXCHANGER
12. SINGLE ENTHALPY ECONOMIZER
13. 3 SPLIT AIR IMAGE SETS TOP
14. INTEGRATED EQUIPTIAL OF MOUNTED ON TOP OF CURBING
15. 7 DAY PROGRAMMABLE THERMOSTAT - HONEYWELL #TH5220D1045

AIR BALANCE SCHEDULE (cfm)

UNIT	OUTSIDE AIR LOWER	OUTSIDE AIR UPPER	RETURN AIR @ LOWER POSITION	SUPPLY AIR	EXHAUST AIR	PRESSURE @ LOWER POSITION
RTU-1	250	1250	4750	5000		(-)250
RTU-2	250	1250	4750	5000		(-)250
RTU-3	250	1250	4750	5000		(-)250
RTU-4	250	1250	4750	5000		(-)250
RTU-5	250	1250	4750	5000		(-)250
RTU-6	250	1250	4750	5000		(-)250
RTU-7	250	-	4700	5000		300
RTU-8	250	-	4700	5000		300
EF-1					500	-500
EF-2					500	-500
EF-3					100	-100
EF-4					100	-100
EF-5					75	-75
KEF-1					4275	-4275
KEF-2					4725	-4725
MAU-1	3840	-	-	8640		5940
MAU-2	4353	-	-	4353		4353
TOTAL	10200	7500	37800	48101	12075	-75

* RTU PROVIDED WITH DEMAND CONTROL VENTILATION. ECONOMIZER SET TO LOWER POSITION ON FLOW WHEN OCCUPIED. OUTSIDE DAMPER SHALL MODULATE TO MAINTAIN CO2 LEVELS BELOW 1000 PPM. OUTSIDE AIR FLOW CAN REACH 1100 % FAN CAPACITY DURING ECONOMIZER MODE. RTUS ARE EQUIPTED WITH BAROMETRIC RELIEF DAMPER TO MAINTAIN NEUTRAL BUILDING PRESSURE.

OUTSIDE AIR CONTROL MODES

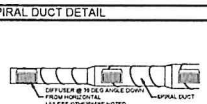
ECONOMIZER CONTROL

WHEN THE OUTDOOR AIR CONDITIONS ALLOW FOR ECONOMIZER OPERATION TO OCCUR, THE MIXED AIR DAMPER SHALL MODULATE AS NEEDED TO MAINTAIN THE SUPPLY AIR TEMPERATURE SETPOINT, AND SHALL BE SUBJECT TO MAINTAINING AT LEAST THE LOWER OUTSIDE AIR SETTING. WHEN THE OUTDOOR AIR CONDITIONS DO NOT MEET THE ECONOMIZER MODE CRITERIA, THEN THE OUTSIDE AIR DAMPER SHALL BE AT ITS LOWER SETTING.

CO2 CONTROL

WHEN THE OUTDOOR AIR CONDITIONS DO NOT ALLOW ECONOMIZER OPERATION TO OCCUR, CO2 SENSOR CONTROL IS IN EFFECT. IF THE CO2 SENSOR INPUT IS LESS THAN THE SETPOINT, THEN THE OA DAMPER SHALL BE AT THE LOWER SETTING. IF THE CO2 READING RISES ABOVE THE SETPOINT, THEN THE OA DAMPER SHALL MODULATE OPEN AS NEEDED TO BRING THE CO2 BACK DOWN BELOW THE SETPOINT. THE CO2 CONTROL ROUTINE SHALL NOT BE ALLOWED TO OPEN THE OA DAMPER BEYOND THE UPPER VENTILATION RATE.

SPIRAL DUCT DETAIL



AIR DEVICE SCHEDULE

MARK	DEVICE TYPE	NECK SIZE	LISTED MANUFACTURER	MFG	MODEL	REMARKS
S1	SUPPLY DIFFUSER	4'@	JENSEN	PRICE	S-20	WITH DAMPER STEEL WHITE TUBULAR
S2	SUPPLY DIFFUSER	4'@	JENSEN	PRICE	S-20	WITH DAMPER STEEL WHITE TUBULAR
S3	SUPPLY DIFFUSER	10"@	JENSEN	PRICE	S-20	WITH DAMPER STEEL WHITE TUBULAR
S4	SUPPLY DIFFUSER	12"@	JENSEN	PRICE	S-20	WITH DAMPER STEEL WHITE TUBULAR
SL	SUPPLY DIFFUSER	4'@	JENSEN	PRICE	S-20	WITH DAMPER STEEL WHITE SURFACE MOUNT
SK	SUPPLY DIFFUSER	-	JENSEN	PRICE	S-20	WITH OPPOSED BLADE DAMPER ALUMINUM WHITE
R1	RETURN GRILLE	16"x16"	JENSEN	PRICE	350	STEEL, WHITE PERFORATED FRONT PANEL
R2	RETURN GRILLE	-	12"x12"	PRICE	350	STEEL WHITE 45 DEGREE SURFACE MOUNT
EF	EXHAUST GRILLE	-	12"x12"	PRICE	80	STEEL WHITE 45DEGREE FIXED FARMATED ITEM

RESTROOM & JANITOR VENTILATION SCHEDULE

MARK	CFM	SP IN W.G.	FAN RPM	VOLT	ACCESSORIES BIRD SCREEN	ACCESSORIES DAMPER	MANUFACTURER AND MODEL NUMBER	REMARKS
EF-1 EF-2	800	0.2	1200	120	YES	YES	GREENECK SP-B190-G	1 4
EF-3 EF-4	100	0.25	1560	120	YES	YES	GREENECK SP-A50	3 4
EF-5	75	0.25	900	120	YES	YES	GREENECK SP-A50	1 4

1. WITH BQ 1050PB - 1516 GRAVITY OPERATED BACKDRAFT DAMPER AND 12" ROOF CURB THAT MATCHES ROOF PITCH AND PROFILE
2. RESTROOM EXHAUST FAN TO BE CONNECTED TO LIGHT SWITCH.
3. WITH BQ 1616PB - 668 GRAVITY OPERATED BACKDRAFT DAMPER AND 12" ROOF CURB THAT MATCHES ROOF PITCH AND PROFILE
4. EXHAUST FAN TO BE CONNECTED TO SEPARATE SWITCH.
5. CONNECT EXHAUST FAN TO DUCT AS INDICATED ON HVAC PLAN. USE WALL CAP AT OUTSIDE TERMINATION.
6. RESTROOM EXHAUST FAN TO BE CONNECTED TO LIGHT SWITCH.

ELECTRIC HEATER SCHEDULE

MARK	MANUFACTURER AND MODEL NUMBER	DESCRIPTION	HEATING BTU/HR	ELECTRICAL VOLT	ELECTRICAL AMPS	ELECTRICAL WATTS	REMARKS
H-1	CHROMALOX	FAN FORCED WALL HEATER	13650	208/1	19.2	4000	1 2

1. MAINTAIN CLEARANCE PER MANUFACTURERS SPECIFICATIONS.
2. PROVIDE BACKBOX.

REVISED: 3-7-2024

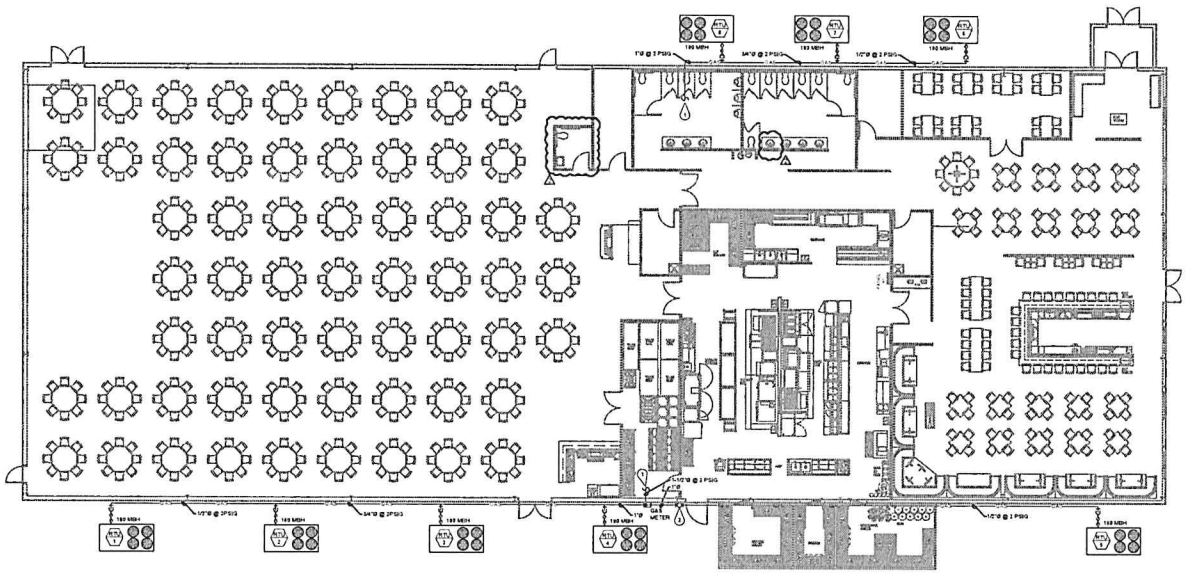
JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS: 308.440.4270
jnmarshall@jnm-eng.com

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

DESIGNED BY: JMM
DRAWN BY: JMM
CHECKED BY:
DATE: 3-7-2024
PROJ. MGR.
PROJECT #

M1.4



OVERALL PLUMBING PLAN

SCALE: 1/8" = 1'-0"

PLUMBING FLAG NOTES
SEE SHEET P1.2 FOR CONTINUATION.
1"ø GAS PIPE UP TO MAU'S ON ROOF

REVISED 3-2-2024

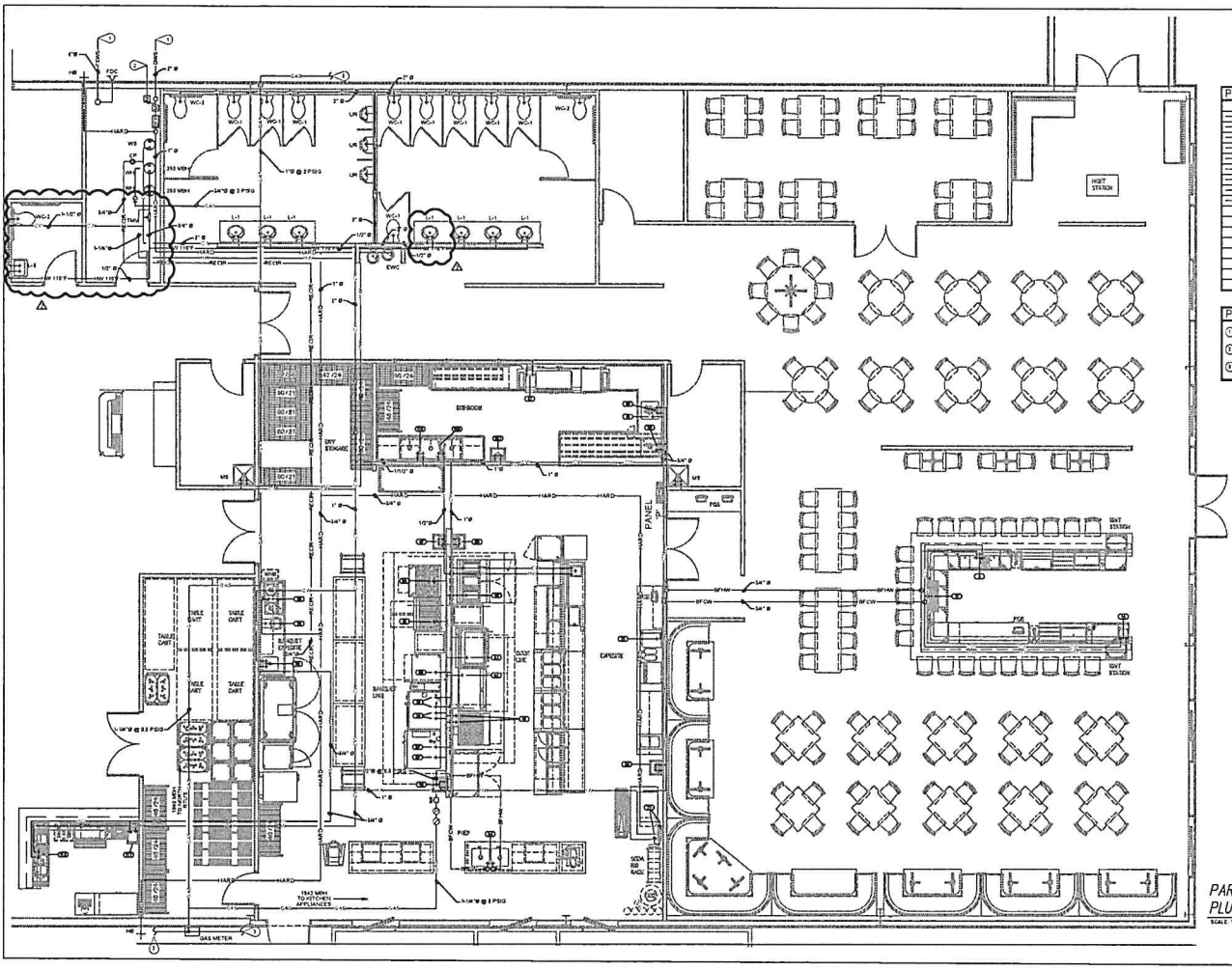
JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS: 308.440.4270
jmarshall@jnm-eng.com

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-4074

NEW
VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

DESIGNED BY: JMM
DRAWN BY: JMM
CHECKED BY:
DATE:
PROJ. NO.:
PHASE/TASK:

P1.1



PLUMBING LEGEND	
SYMBOLS	DESCRIPTION
FWS	FIRE SPRINKLER WATER SUPPLY
DWS	DOMESTIC WATER SUPPLY
HWC	COLD HARD WATER
CW	COLD SOFT WATER
HW	HOT SOFT WATER
BFCW	BELOW FLOOR COLD WATER
BFHW	BELOW FLOOR HOT WATER
RECIR	HOT WATER RECIRCULATION
GAS	GAS LINE
	BALL VALVE
	DIELECTRIC UNIONS
	MIXING VALVE
CO	ELBOW UP / ELBOW DOWN
	TEE UP / TEE DOWN
	GAS SHUTOFF
	PRESSURE REGULATOR
	AUTO GAS SHUTOFF (SEE DETAIL)

PLUMBING FLAG NOTES
1 SEE SITE PLAN FOR CONTINUATION.
2 7'@ STUB OUT FOR LAWN SPRINKLER, HAVE PROVISION FOR CHAIN BELT AND WINTERIZING. SEE DETAIL.
3 SEE SHEET P1.1 FOR CONTINUATION.

REVISED: 3-2-2024

PROFESSIONAL MECHANICAL ENGINEER JAMES N. MARSHALL E-9011

JAMES N. MARSHALL ENGINEERING
7468I K Road - Elm Creek, NE 68836
BUS. 308.440.4270
jmarshall@jmm-eng.com

PARTIAL PLUMBING PLAN
SCALE: 1/4"=1'-0"

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-0074

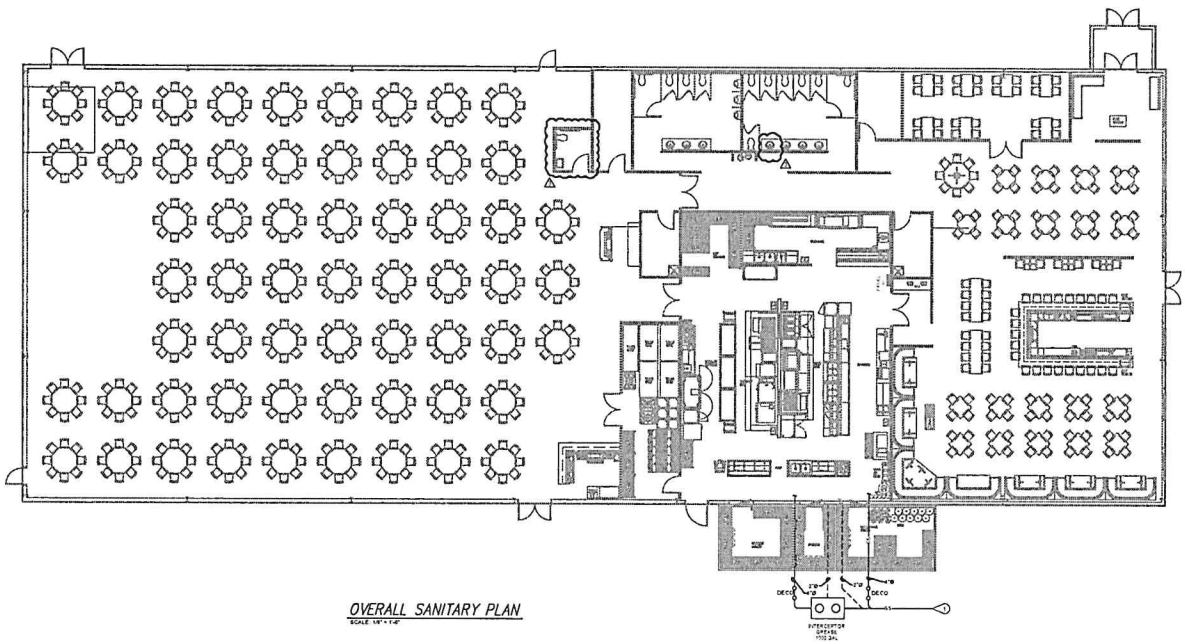
NO.	DATE	DESCRIPTION
1	12/14/23	ARCHITECTURAL REVISIONS
2	2/14/24	ARCHITECTURAL REVISIONS
3	3/4/24	ADDED PLUMBING FIXTURES

DRAWN BY: JMT
CHECKED BY:
DATE: 12/14/2023
PROJECT NO:

P1.2

PLUMBING FLAG NOTES

SEE CIVIL SITE PLAN FOR CONTINUATION.



OVERALL SANITARY PLAN

SCALE: 1/8" = 1'-0"

REVISED: 3-2-2024

JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS: 308.440.4270
jmarshal@jnm-eng.com

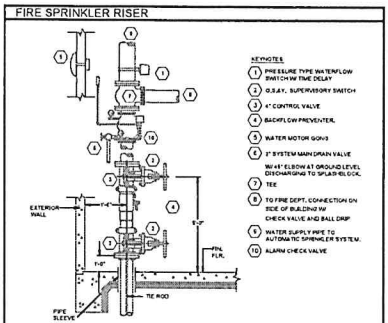
GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-4074

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

P2.1

SANITARY LEGEND
SYMBOLS
DESCRIPTION
SANITARY SEWER
GREASE WASTE
SANITARY VENT
VENT-LIFTER FLOOR
SANITARY FLAG NOTES
SEE SHEET P2.1 FOR CONTINUATION.
REVISED: 3-2-2024
PARTIAL
SANITARY PLAN
JAMES N. MARSHALL ENGINEERING
74681 K Road - Elm Creek, NE 68836
Bus: 308.440.4270
jmarshall@jnm-eng.com
GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074
NEW
VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601
P2.2

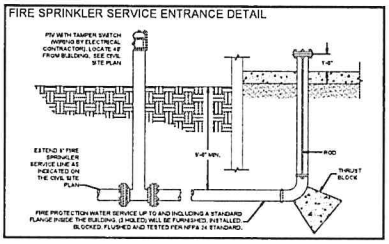
FIRE SPRINKLER RISER



NOTE
1. POSITION OS&Y VALVE SUPERVISORY DEVICE TO SEND SIGNAL WITHIN 2 TURNS OF VALVE WHEEL FROM THE OPEN POSITION.

NO SCALE

FIRE SPRINKLER SERVICE ENTRANCE DETAIL



FIXTURE SCHEDULE

MARK	DEVICE TYPE	DESCRIPTION
BFP	BACKFLOW PREVENTER	1" DOUBLE CHECK BACKFLOW PREVENTER, WATTS MODEL 007, WITH STOP VALVES, STRAINER, AND TEST COCKS. INSTALL AIR GAP AND ROUTE DISCHARGE TO FLOOR DRAIN.
WH	WATER HEATER	40 SMITH BTH 250 NATURAL GAS WATER HEATER, 100 GAL STORAGE, 250 BTU/HR GAS INPUT, 96% THERMAL EFFICIENCY, 82.3 GALLAR RECOVERY AT 80°F TEMPERATURE RISE.
WS	WATER SOFTENER	PROVIDED BY OWNER. ROUGH-IN AND INSTALLATION BY PLUMBING CONTRACTOR.
WC-1	WATER CLOSET	AMERICAN STANDARD MADERA TOILET SYSTEM 2858.216 OR APPROVED EQUAL. 15" HEIGHT, 1.6GPF FLUSHOMETER TOILET SYSTEM. TOP SPUD ELONGATED BOWL, FLOOR MOUNT, VITREOUS CHINA, HIGH EFFICIENCY, FULLY GLAZED 3-1/4" TRAPWAY 18" x 12" WATER SURFACE (2234.001), INCLUDED MANUAL FLUSH VALVE (6047.161). WATER CLOSET TRIM - COMMERCIAL WEIGHT SOLID PLASTIC OPEN FRONT LESS COVER FOR ELONGATED BOWL. LARGE INTEGRAL BUMPER SHALL BE COLOR MATCHED MOLDED PLASTIC, BOTH HINGES TO FEATURE EXTERNAL CHECK AND INTERNAL SELF-SUSTAINING MECHANISMS. COLOR - WHITE. CHROME PLATED BRASS ESCUTCHEON.
WC-2	WATER CLOSET (ADA)	AMERICAN STANDARD MADERA TOILET SYSTEM 2957.216 OR APPROVED EQUAL. 15-1/2" HEIGHT (ADA COMPLIANT). 1.6GPF FLUSHOMETER TOILET SYSTEM. TOP SPUD ELONGATED BOWL, FLOOR MOUNT, VITREOUS CHINA. HIGH EFFICIENCY. FULLY GLAZED 3-1/4" TRAPWAY. 18" x 12" WATER SURFACE (1661.001). INCLUDED MANUAL FLUSH VALVE (6047.161). WATER CLOSET TRIM - COMMERCIAL WEIGHT SOLID PLASTIC OPEN FRONT LESS COVER FOR ELONGATED BOWL. LARGE INTEGRAL BUMPER SHALL BE COLOR MATCHED MOLDED PLASTIC. BOTH HINGES TO FEATURE EXTERNAL CHECK AND INTERNAL SELF-SUSTAINING MECHANISMS. COLOR - WHITE. CHROME PLATED BRASS ESCUTCHEON.
UR	URINAL	AMERICAN STANDARD WASHBROOK URINAL SYSTEM 6501.011 OR APPROVED EQUAL. WALL HUNG VITREOUS CHINA. FLUSHING RIM. LOW CONSUMPTION RANGE (0.125GPF TO 1.0 GPF) WASHOUT FLUSH ACTION. EXTENDED SIDES FOR PRIVACY. 3/4" TOP SPUD. 3" THREADED OUTLET CONNECTION. (0.5.00.015) INCLUDED MANUAL 3/4" FLUSH VALVE (6047.161) AND TWO WALL HANGERS. SEE ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHT, COMPLIES WITH A.D.A. HANDICAPPED REQUIREMENTS WHEN INSTALLED PER MANUFACTURES RECOMMENDATIONS. FLUSH VALVE TO BE A MAXIMUM OF 44" A.F.F.
L-1	LAVATORY COUNTER SINK (ADA)	20" x 17" VITREOUS CHINA, SELF-RIMMING, CENTER HOLE ONLY WITH OVERFLOW. ADA COMPLIANT WHEN INSTALLED IN A 21" MINIMUM DEPTH COUNTERTOP. AMERICAN STANDARD "ASSUM PV" 0478.028 OR APPROVED EQUAL. LAVATORY TRIM - CHROME FINISH SINGLE LEVER CENTER-SET HAND WASHING FAUCET. ADA COMPLIANT. AMERICAN STANDARD MODEL #7385.600 OR APPROVED EQUAL. COMPLETE WITH CHROME PLATED SOLID BRASS STOPS WITH BRASS STEMS AND CHLORAMINE-S- CHLORINE RESISTANT WASHERS, BRAIDED STAINLESS STEEL OR POLYMER FLEXIBLE CONNECTORS. GRID DRAIN LESS POP-UP WITH 1" 11 GA. TAILPIECE WITH CAST BRASS LOCKNUT, HEAVY CAST BRASS ADJUSTABLE P-TRAP WITH 17 GA. TUBULAR WALL BEND AND BRASS SLIP NUTS. CHROME PLATED BRASS ESCUTCHEONS AT ALL VISIBLE WASTE AND WATER WALLCABINET PENETRATIONS. LAV-GUARD PROTECTIVE PIPE COVERS.
L-2	LAVATORY WALL HT SINK (ADA)	33-1/2" x 19-3/4", VITREOUS CHINA, WITH OVERFLOW, ADA COMPLIANT WHEN TOP OF FRONT RIM MOUNTED AT 34" ABOVE FINISHED FLOOR. AMERICAN STANDARD "LUCERNE" 0356.421.020 OR APPROVED EQUAL. LAVATORY TRIM - AMERICAN STANDARD RELIANT 3 SINGLE CONTROL LAVATORY FAUCET MODEL 7385.003 OR APPROVED EQUAL. 4" CENTERSET FINISH. SINGLE LAVATORY FAUCET, ADA COMPLIANT. SOLID BRASS. AMERICAN STANDARD MODEL #1489.100 OR APPROVED EQUAL. COMPLETE WITH CHROME PLATED SOLID BRASS STOPS WITH BRASS STEMS AND CHLORAMINE-S- CHLORINE RESISTANT WASHERS. BRAIDED STAINLESS STEEL OR POLYMER FLEXIBLE CONNECTORS. GRID DRAIN LESS POP-UP WITH 1" 17 GA. TAILPIECE WITH CAST BRASS LOCKNUT, HEAVY CAST BRASS ADJUSTABLE P-TRAP WITH 17 GA. TUBULAR WALL BEND AND BRASS SLIP NUTS. CHROME PLATED BRASS ESCUTCHEONS AT ALL VISIBLE WASTE AND WATER WALLCABINET PENETRATIONS. LAV-GUARD PROTECTIVE PIPE COVERS.
MS	MOP SINK	MUSTEE MODEL 63W OR APPROVED EQUAL. 24" x 24" x 10" HIGH ONE PIECE MOLDED HIGH IMPACT RESISTANT DURASTONE STRUCTURAL FIBER SLATES MOP SINK BASIN WITH INTEGRAL MOLDED DRAIN. CAULK ALL EDGES WHERE BASIN MEETS WALL WITH COLOR MATCHED SILICONE SEALANT. MOP SINK BASIN TRIM - CHROME PLATED SERVICE SINK FAUCET, DUAL HANDLE WITH TOP BRACE, SWING SPOUT AND PAIL HOOK ON SPOUT MUSTEE MODEL 53.998A OR APPROVED EQUAL. 3/4" LOOSE FLEXIBLE HEAVY-DUTY 5/8" RUBBER HOSE WITH BRASS COUPLING AT SINK END, SPRING LOADED, MOLDED RUBBER HOSE HOLDER MOUNTS ON STAINLESS STEEL WALL. MUSTEE 51.75B OR APPROVED EQUAL.
HB	HOSE BIBB	3/4" CAST BRASS ANTI-SIPHON VACUUM BREAKER, FREEZELESS, AUTOMATIC DRAINING WALL HYDRANT, WOODFORD MODEL 65 OR APPROVED EQUAL.
FD	FLOOR DRAIN	2"Ø CAST IRON FLOOR DRAIN, TWO PIECE BODY WITH DOUBLE DRAINAGE FLANGE AND 1/2" PRIMER TAP. WE.J.OG INVERTIBLE FLASHING COLLAR, WEEPHOLES, BOTTOM OUTLET CONNECTION AND HEALEY ADJUSTABLE ROUND STRAINER, J.0334M 3900-24-U OR APPROVED EQUAL.
FS-1	FLOOR SINK	JR SMITH 3" FLOOR SINK, MODEL 3109Y, 6" DEEP, WITH DOME BOTTOM STRAINER AND SQUARE NICKEL BRONZE 9" GRATE OR APPROVED EQUAL.
FS-2	FLOOR SINK	JR SMITH 3" FLOOR SINK, MODEL 3109Y, 6" DEEP, WITH DOME BOTTOM STRAINER AND SQUARE NICKEL BRONZE 9" GRATE OR APPROVED EQUAL.
FCO	FLOOR CLEANOUT	FINISHED FLOOR, ADJUSTABLE BRONZE TOP, CAST IRON BODY, WATTS CO-339-R OR APPROVED EQUAL.
WCO	WALL CLEANOUT	WATTS CO-836-RPD BRASS PLUG & STAINLESS STEEL COVER OR APPROVED EQUAL.
DECO	DOUBLE EXT. CLEANOUT	SEE DETAIL
SECO	SINGLE EXT. CLEANOUT	SEE DETAIL
EWC	ELECTRIC WATER COOLER	BI-LEVEL ADA COOLER, NON-FILTERED, REFRIGERATED WATER COOLER, R-134a REFRIGERANT, COMPLIES WITH ADA. ELECTRONIC FRONT BUBBLER PUSH-BAR, FLEX GUARD SAFETY BUBBLER. LIGHT GRAY GRANITE VINYL CABINET (ALTERNATE CABINET FINISHES TO BE SELECTED BY ARCHITECT). PRODUCES UP TO 8.8 GPH OF 50° F WATER BASED ON 90° F INLET WATER AND 90° F AMBIENT. (1) 8 OZ. ELKAY NOZZLE, 8.0 WITH LAMPREZ, GAME APRON OR APPROVED EQUAL.
CP	HOT WATER CIRCULATION PUMP	BELL & GOSSETT NBF-22. 9.32 W, 115VAC, WITH TO-1 AUTOMATIC TIMER KIT.

FIXTURE CONNECTION SCHEDULE

FIXTURES	CW	HW	CW HARD	WASTE	VENT
WC-1 WATER CLOSET	1-1/2"Ø			3"Ø	2"Ø
WC-2 WATER CLOSET (ADA)	1-1/2"Ø			3"Ø	2"Ø
UR URINAL	3/4"Ø			2"Ø	1-1/2"Ø
L-1 & L-2 LAVATORY	1/2"Ø	1/2"Ø		1-1/2"Ø	1-1/2"Ø
MS MOP SINK	1/2"Ø	1/2"Ø		3"Ø	2"Ø
HB HOSE BIBB			3/4"Ø		
FD FLOOR DRAIN				3"Ø	2"Ø
FS-1 FLOOR SINK				3"Ø	2"Ø
FS-2 FLOOR SINK				3"Ø	2"Ø
EWC WATER COOLER			1/2"Ø	1-1/2"Ø	1-1/4"Ø

EQUIPMENT SCHEDULE

ITEM NO.	QUANTITY	CATEGORY	COLD HARD WATER	COLD SOFT WATER	COLD FILTERED WATER	HOT SOFT WATER	DIRECT DRAIN	INDIRECT DRAIN	VENT	GAS PIPE
1	1	DRAINBOARD						1/2"		
2	2	SODA GUN HOLDER & TUBING CHASE						1/2"		
3	2	ICE BIN						3/4"		
6	1	UNDERBAR SINK UNITS		1/2"		1/2"		4 x 1-1/2"		
8	2	CORNER ANGLE FILLER						1-1/2"		
9	3	DRAINBOARD						1/2"		
10	1	BEER DRAINER						1-1/2"		
11	1	DRAFT BEER / WINE DISPENSING TOWER		1/2"				5/8"		
13	1	DRAINBOARD						1/2"		
14	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
15	2	DRIP TROUGH						1/2"		
20	1	COFFEE TEA BREWER	1/2"							
24	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
28	1	ICE MAKER, CUBE-STYLE	3/8"&3/4"		3/4"			3/4"&1"		
26	1	FLOOR TROUGH					4"		2"	
29	1	HOT FOOD WELL UNIT, DROP-IN, ELECTRIC						1/2"		
35	2	HOT FOOD SERVING COUNTER / TABLE						3/4"		
41	1	HD RANGE, 36", 6 OPEN BURNERS								1" & 1/2"
42	1	GRIDDLE, GAS, COUNTERTOP								3/4"
43	1	BROILER, DECK-TYPE, GAS								3/4"
45	1	GAS FRYER, BATTERY								1"
47	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
50	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
51	1	CHARBROILER, GAS, COUNTERTOP								3/4"
54	1	HD RANGE, 36", 4 OPEN BURNERS								1"
55	1	TILTING SKILLET BRAISING PAN, ELECTRIC		3/4"						
56	1	COMBI OVEN, GAS		3/4"			2"	2"		3/4"
57	1	COMBI OVEN, GAS		3/4"				2"		3/4"
58	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
64	1	DECK MOUNT FAUCET		1/2"		1/2"				
65	2	DRAIN LEVER / TWIST WASTE						1-1/2" to 2"		
74	1	BLAST CHILLER FREEZER, REACH-IN						1-1/4"		
76	1	BEVERAGE COUNTER						2" through		
78	1	WALL / SPLASH MOUNT FAUCET		1/2"		1/2"				
79	1	ICED TEA BREWER	1/4"							
85	1	COFFEE MAKER / DISPENSER URN	3/8"							
86	1	WALL / SPLASH MOUNT FAUCET		1/2"		1/2"				
89	1	PRE-RINSE FAUCET ASSEMBLY		1/2"		1/2"				
90	1	DRAIN, LEVER / TWIST WASTE						1-1/2" to 2"		
91	1	DISPOSER		1/2"			2"		1-1/2"	
98	1	DISHWASHER, CONVEYOR TYPE		1/2"		1/2"		2" 1"		
100	1	PRE-RINSE FAUCET ASSEMBLY, WITH ADD ON FAUCET		1/2"		1/2"				
101	1	WALL / SPLASH MOUNT FAUCET		1/2"		1/2"				
102	2	DRAIN, LEVER / TWIST WASTE						1-1/2" to 2"		
103	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
115	1	ICE BIN						1/2"		
116	1	DRAINBOARD						1-1/2"		
117	1	HAND SINK		1/2"		1/2"	1-1/2"		1-1/2"	
119	1	UNDERBAR SINK UNITS		1/2"		1/2"		4 x 1-1/2"		
120	1	DRAFT BEER / WINE DISPENSING TOWER						1/2"		

DESIGN BASED ON INFORMATION PROVIDED BY KITCHEN EQUIPMENT SUPPLIER. VERIFY FINAL SELECTION, LOCATION, AND CONNECTION REQUIREMENTS OF EQUIPMENT WITH OWNER. ITEMS DESIGNATED BY CD ON PLAN PROVIDED BY KITCHEN EQUIPMENT SUPPLIER AND INSTALLED BY PC, UNLESS OTHERWISE INDICATED.

REVISED: 3-2-2024



JAMES N. MARSHALL ENGINEERING
74681 K Road ~ Elm Creek, NE 68836
BUS: 308.440.4270
jnarshall@jnm-eng.com

NO.	DATE	DESCRIPTION
1	12.13.23	ADDED ENGINEER'S STAMP
2	1.17.24	ADDED ENGINEER'S STAMP
3	3.2.24	ADDED ENGINEER'S STAMP

GAY & ASSOCIATES
1101 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074



THESE PLANS, SPECIFICATIONS AND DESIGNS ARE THE PROPERTY OF GAY & ASSOCIATES AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF GAY & ASSOCIATES. ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS ARE RESERVED BY GAY & ASSOCIATES.

NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

DRAWN BY	JMH
CHECKED BY	
DATE	08.14.2023
PROJECT NO.	
PROJECT NO.	

P3.1

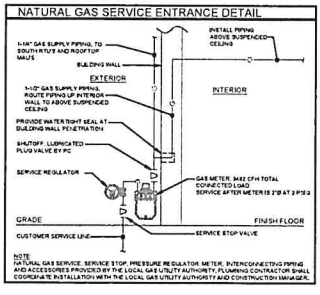
DOMESTIC WATER PIPING SPECIFICATIONS

BASIC MECHANICAL MATERIALS AND METHODS
1.1 ALL MECHANICAL SYSTEMS SHALL BE CLEANED TO AS NEAR TO NEW CONDITION AS PRACTICAL BEFORE FINAL ACCEPTANCE.
1.2 ALL WATER PIPING SHALL BE FLUSHED OF DEBRIS, DIRT, ETC. ALL WATER PIPING SHALL BE INSPECTED FOR LEAKS AT WORKING PRESSURE PRIOR TO INSTALLATION OF INSULATION.
1.2 ALTERNATES ARE NOT ACCEPTED UNLESS THEY ARE EITHER EQUAL TO OR GREATER THAN THOSE DEVICES SPECIFIED.
DOMESTIC WATER PIPE INSULATION
2.1 INSULATION MATERIAL SHALL BE RUBBER OR FIBERGLASS.
2.2 VALVES, FITTINGS, FLANGES, STRAINERS, FLEXIBLE CONNECTIONS, EXPANSION JOINTS, ETC.: FLEXIBLE BLANKET FIBER GLASS INSULATION INSERT OR BUILD UP TO SAME THICKNESS AS ADJACENT PIPE INSULATION AND WRAPPED WITH VAPOR BARRIER VINYL WRAPPING TAPE, OR PREFABRICATED PVC INSULATION FITTING COVERS TAPED IN PLACE.
2.3 F INSULATION ON ALL HOT WATER LINES, 1/2" INSULATION ON ALL COPPER COLD WATER LINES.
DOMESTIC WATER PIPING INSIDE BUILDING FROM SERVICE ENTRANCE TO FIXTURES
3.1 ALL EXPOSED PIPING SHALL BE RUN LEVEL AND PARALLEL WITH BUILDING STRUCTURE.
3.2 PIPE CUTS ARE TO BE SQUARE AND DEBURRED, WITH STEEL BRUSH OR THE LIKE SO THAT PROPER SOLDERING CAN TAKE PLACE.
3.3 PIPING SHALL BE ERECTED OR PLUMBED SECURELY WITH THOUGHT GIVEN TO EXPANSION AS NECESSARY.
3.4 CONNECTION TO EQUIPMENT AND FIXTURES SHALL INCLUDE SHUTOFFS, UNIONS AND/OR SWIVELS
3.5 INSPECTING AND CLEANING
A. INSPECT AND TEST PIPING SYSTEMS FOLLOWING PROCEDURES OF AUTHORITIES HAVING JURISDICTION OR AS FOLLOWS IF NO PROCEDURE HAS BEEN ADOPTED BY THE AUTHORITIES HAVING JURISDICTION.
1. FILL WATER PIPING, CHECK COMPONENTS TO DETERMINE THAT THEY ARE NOT AIR BOUND AND THAT PIPING IS FULL OF WATER.
2. TEST FOR LEAKS AND DEFECTS IN NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED.
3. LEAVE NEW, ALTERED, EXTENDED, OR REPLACED DOMESTIC WATER PIPING UNCOVERED AND UNCONCEALED UNTIL IT HAS BEEN TESTED AND APPROVED. EXPOSE WORK THAT WAS COVERED OR CONCEALED BEFORE IT WAS TESTED.
4. CAP AND SUBJECT PIPING TO STATIC WATER PRESSURE OF 10 PSIG ABOVE OPERATING PRESSURE, WITHOUT EXCEEDING PRESSURE RATING OF PIPING SYSTEM MATERIALS, ISOLATE TEST SOURCE AND ALLOW TO STAND FOR FOUR HOURS. LEAKS AND LOSS IN TEST PRESSURE CONSTITUTE DEFECTS THAT MUST BE REPAIRED.
5. REPAIR LEAKS AND DEFECTS WITH NEW MATERIALS AND RETEST PIPING OR PORTION THEREOF UNTIL SATISFACTORY RESULTS ARE OBTAINED.
B. CLEAN AND DISINFECT POTABLE WATER PIPING FOLLOWING PROCEDURES OF AUTHORITIES HAVING JURISDICTION OR AS FOLLOWS IF NO PROCEDURE HAS BEEN ADOPTED BY THE AUTHORITIES HAVING JURISDICTION.
1. PURGE NEW PIPING AND PARTS OF EXISTING WATER PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED BEFORE USING.
2. USE PURGING AND DISINFECTING PROCEDURE PRESCRIBED BY AUTHORITIES HAVING JURISDICTION OR IF METHODS ARE NOT PRESCRIBED, PROCEDURE DESCRIBED IN EITHER AWWA C651 OR AWWA C652 OR AS DESCRIBED BELOW:
A. FLUSH PIPING SYSTEM WITH CLEAN, POTABLE WATER UNTIL DIRTY WATER DOES NOT APPEAR AT OUTLETS.
B. FILL AND INSULATE SYSTEM ACCORDING TO EITHER OF THE FOLLOWING:
1) FILL SYSTEM OR PART THEREOF WITH WATER/CHLORINE SOLUTION WITH AT LEAST 50 PPM (50 MG/L) OF CHLORINE. ISOLATE WITH VALVES AND ALLOW TO STAND FOR 24 HOURS.
2) FILL SYSTEM OR PART THEREOF WITH WATER/CHLORINE SOLUTION WITH AT LEAST 200 PPM (200 MG/L) OF CHLORINE. ISOLATE AND ALLOW TO STAND FOR THREE HOURS.
C. FLUSH SYSTEM WITH CLEAN, POTABLE WATER UNTIL NO CHLORINE IS IN WATER COMING FROM SYSTEM AFTER THE STANDING TIME.
D. SUBMIT WATER SAMPLES IN STERILE BOTTLES TO AUTHORITIES HAVING JURISDICTION, REPEAT PROCEDURES IF BIOLOGICAL EXAMINATION SHOWS CONTAMINATION.
3.6 DOMESTIC WATER LINES: PEX WITH COPPER STUBOUTS WHERE CONCEALED, TYPE L COPPER WHERE EXPOSED.
3.7 ALL BELOW GRADE WATER LINES TO BE SLEEVED AT PENETRATION WITH FLOOR.
3.8 WATER LINES SERVING FIXTURES ON EXTERIOR WALLS SHALL BE RUN ON THE WARM SIDE OF THE BUILDING INSULATION.

FUEL GAS PIPING SPECIFICATIONS

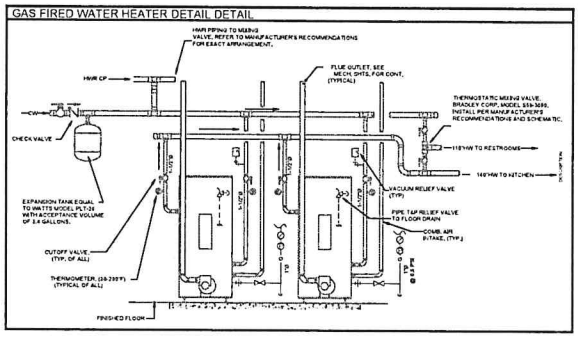
QUALITY ASSURANCE
1.1 COMPLY WITH REQUIREMENTS OF INTERNATIONAL FUEL GAS CODE.
1.2 QUALITY STANDARD ANSI Z 223.1
1.3 PRESSURE REGULATIONS MUST COMPLY WITH UL 144.
PERFORMANCE REQUIREMENTS
2.1 GAS SYSTEM PRESSURE: DISTRIBUTION PRESSURE 2 PSIG. REGULATE TO 8.5 PSI AT APPLIANCES.
2.2 PIPING MATERIALS AND INSTALLATION INSTRUCTIONS COMMON TO MOST PIPING SYSTEMS.
2.2-1 ALL PIPING SHALL BE RUN LEVEL AND PARALLEL WITH BUILDING SYSTEMS.
2.2-2 PIPE CUTS ARE TO BE SQUARE AND DEBURRED. THREADING SHALL MEET NPT STANDARDS AND THREAD COMPOUNDS SHALL BE DESIGNED FOR USE WITH NATURAL GAS.
2.2-3 PIPING SHALL BE ERECTED OR PLUMBED SECURELY WITH THOUGHT GIVEN TO EXPANSION AS NECESSARY.
2.2-4 CONNECTION TO EQUIPMENT AND FIXTURES SHALL INCLUDE DIRT LEGS, 1/4 TURN GAS SHUTOFFS WITH HANDLES, UNIONS, AND FOR SWIVELS, CONNECTIONS TO EQUIPMENT SHALL NOT RESULT IN ANY STRESS OR STRAIN ON GAS EQUIPMENT.
2.2-5 PLUMB GAS LINES TO ALL EQUIPMENT AS REQUIRED, INCLUDING ALL NECESSARY PIPE, VALVES, FITTINGS, AND CONNECTIONS.
2.3 COMPONENTS AND MATERIALS.
2.3-1 ABOVE GROUND STEEL PIPE SCHEDULE 40 BLACK WITH THREADED OR WELDED FITTINGS.
2.3-2 VALVES TO BE 1/4 TURN STOP VALVES WITH HANDLES DESIGNED FOR USE WITH NATURAL GAS.
2.3-3 EXTERIOR PIPE ON SIDE OF BUILDING TO BE PRIMED AND PAINTED, VERIFY COLOR WITH OWNER.

NATURAL GAS SERVICE ENTRANCE DETAIL

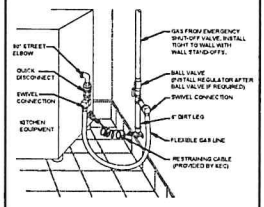


NOTE
NATURAL GAS SERVICE, SERVICE STOP, PRESSURE REGULATOR, METER, INTERCONNECTING PIPING AND ACCESSORIES PROVIDED BY THE LOCAL GAS UTILITY AUTHORITY. PLUMBING CONTRACTOR SHALL COORDINATE INSTALLATION WITH THE LOCAL GAS UTILITY AUTHORITY AND CONSTRUCTION MANAGER.

GAS FIRED WATER HEATER DETAIL, DETAIL

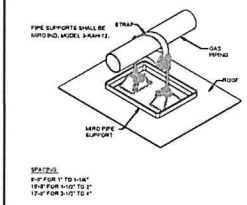


KITCHEN APPLIANCE GAS CONNECTION DETAIL



ARRANGEMENT SHOWN IS SCHEMATIC. ADJUST TO SUIT ACTUAL CONDITIONS. MAKE FINAL CONNECTION TO EQUIPMENT AS RECOMMENDED BY MANUFACTURER. PROVIDE WELDED FITTINGS/JOINTS IN ANY CONCEALED, UNSLEEVED LOCATION.

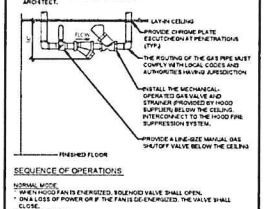
SUPPORT FOR GAS PIPE ON ROOF



SPACING:
6'-0" FOR 1" TO 3-1/2"
12'-0" FOR 4-1/2" TO 6"
12'-0" FOR 3-1/2" TO 4"

KITCHEN GAS SHUTOFF DETAIL

ALL EXPOSED GAS PIPING BELOW CEILING IS TO BE PAINTED. COORDINATE EXACT COLOR WITH ARCHITECT.

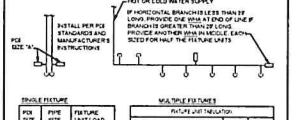


SEQUENCE OF OPERATIONS

NORMAL MODE
* WHEN HOOD FAN IS ENERGIZED, SOLENOID VALVE SHALL OPEN.
* ON A LOSS OF POWER OR IF THE FAN IS DE-ENERGIZED, THE VALVE SHALL CLOSE.

EMERGENCY MODE
* UPON ACTUATION OF THE FIRE SUPPRESSION SYSTEM OR A SIGNAL FROM THE FIRE ALARM, THE SOLENOID VALVE SHALL CLOSE.

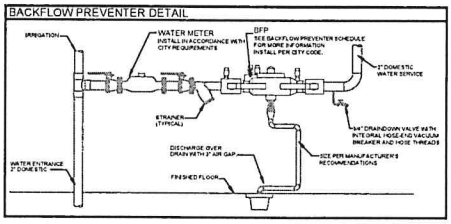
WATER HAMMER ARRESTERS DETAIL



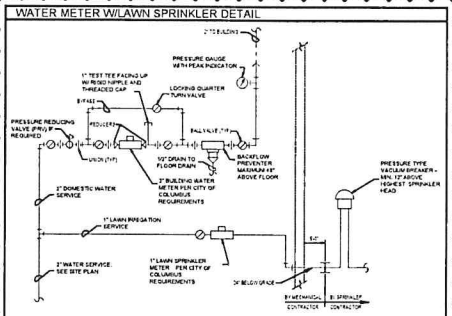
SINGLE FIXTURE			MULTIPLE FIXTURES		
PDI SIZE	PIPE SIZE	FIXTURE UNIT LOAD	FIXTURE UNIT VALUATION		
			FIXTURE	COLD	HOT
A	3/8"	1-11	FLUSH VALVE WATER CLOSET	10	–
B	3/4"	12-32	URINAL	5	–
C	1"	33-60	LAVATORY	1.5	1.5
D	1-1/4"	61-113	SINK	3	3
E	1-1/2"	114-154	MOP BASIN	3.25	3.25

PC TO PROVIDE WATER HAMMER ARRESTORS BY SIOUX CHIEF, PRECISION PLUMBING PRODUCTS OR WATTS WITH PISTON AND BRASS CONSTRUCTION, HAVING PDI #WH-201, ASSE #1010 AND ANSI #A112.26.1M CERTIFICATION. INSTALL IN HORIZONTAL OR VERTICAL POSITION BUT NEVER UPSIDE DOWN. INSTALL IN LINE WITH WATER FLOW DIRECTION IF POSSIBLE. SIZE THE UNITS AS SHOWN ON THE DRAWINGS AND/OR PER THE TABLES SHOWN ABOVE.

BACKFLOW PREVENTER DETAIL



WATER METER W/LAWN SPRINKLER DETAIL



REVISED, 12-16-2023

JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS. 308.440.4270
jnmarshall@jnm-eng.com

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402-562-6074

NEW VENUE
4174, 63rd AVENUE
Columbus, Nebraska 68601

DRAWN BY: JNM
CHECKED BY: JNM
DATE: 10-16-2023
PROJECT NO.:

SANITARY SPECIFICATIONS

BASIC MECHANICAL MATERIALS AND METHODS

1.1 ALL MECHANICAL SYSTEMS SHALL BE CLEANED TO AS NEAR TO NEW CONDITION AS PRACTICAL BEFORE FINAL ACCEPTANCE.

1.2 INSPECTION

A. TEST SANITARY DRAINAGE AND VENT PIPING ACCORDING TO PROCEDURES OF AUTHORITIES HAVING JURISDICTION OR, IN ABSENCE OF PUBLISHED PROCEDURES, AS FOLLOWS:

1. TEST FOR LEAKS AND DEFECTS IN NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED.
2. LEAVE UNCOVERED AND UNCONCEALED NEW, ALTERED, EXTENDED, OR REPLACED DRAINAGE AND VENT PIPING UNTIL IT HAS BEEN TESTED AND APPROVED. EXPOSE WORK THAT WAS COVERED OR CONCEALED BEFORE IT WAS TESTED.
3. ROUGHING-IN PLUMBING TEST PROCEDURE: TEST DRAINAGE AND VENT PIPING, EXCEPT OUTSIDE LEADERS, ON COMPLETION OF ROUGHING-IN, CLOSE OPENINGS IN PIPING SYSTEM AND FILL WITH WATER TO POINT OF OVERFLOW, BUT NOT LESS THAN 10-FOOT HEAD OF WATER. FROM 15 MINUTES BEFORE INSPECTION STARTS TO COMPLETION OF INSPECTION, WATER LEVEL MUST NOT DROP. INSPECT JOINTS FOR LEAKS.
4. FINISHED PLUMBING TEST PROCEDURE: AFTER PLUMBING FIXTURES HAVE BEEN SET AND TRAPS FILLED WITH WATER, TEST CONNECTIONS AND PROVE THEY ARE GASTIGHT AND WATERTIGHT. PLUG VENT-STACK OPENINGS ON ROOF AND BUILDING DRAINS WHERE THEY LEAVE BUILDING. INTRODUCE AIR INTO PIPING SYSTEM EQUAL TO PRESSURE OF INCH W.G. USE U-TUBE OR MANOMETER INSERTED IN TRAP OF WATER CLOSET TO MEASURE THIS PRESSURE. AIR PRESSURE MUST REMAIN CONSTANT WITHOUT INTRODUCING ADDITIONAL AIR THROUGHOUT PERIOD OF INSPECTION. INSPECT PLUMBING FIXTURE CONNECTIONS FOR GAS AND WATER LEAKS.
5. REPAIR LEAKS AND DEFECTS WITH NEW MATERIALS AND RETEST PIPING, OR PORTION THEREOF, UNTIL SATISFACTORY RESULTS ARE OBTAINED.

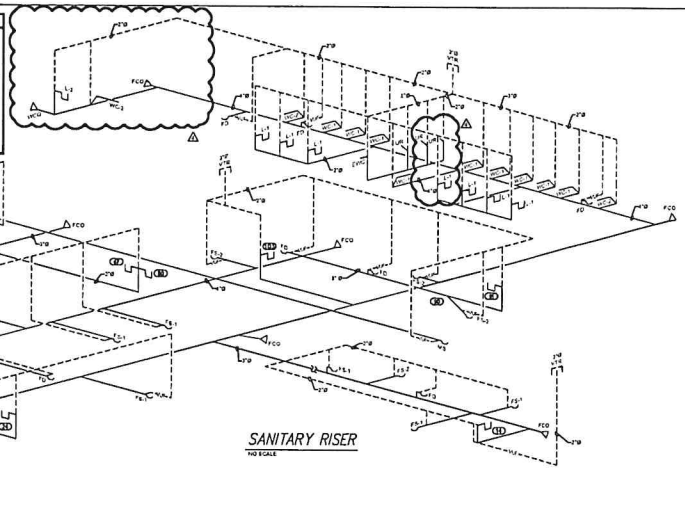
1.3 ALL PIPING SHALL BE FLUSHED OF DEBRIS, DIRT, ETC.

1.4 ALTERNATE PIPING WILL NOT ACCEPTED UNLESS THEY ARE EITHER EQUAL TO OR GREATER THAN THOSE DEVICES SPECIFIED.

1.5 SCHEDULE 40 PVC DWV OR CAST IRON SOIL PIPE TO BE USED FOR BELOW GRADE SEWER AND VENT LINES. CAST IRON SOIL PIPE TO BE USED IN PLENUM RETURN SPACE.

1.6 HORIZONTAL DRAIN BE PIPING THAT CARRIES SEWAGE SHALL BE RUN IN A UNIFORM SLOPE OF NOT LESS THAN 1/8" PER FOOT (1%) AND LARGER) OR 1/4" PER FOOT (2%) AND SMALLER).

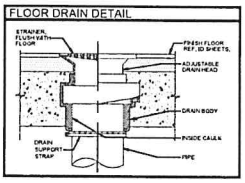
1.7 UNDER SLAB PIPE TO BE 2"Ø MINIMUM.



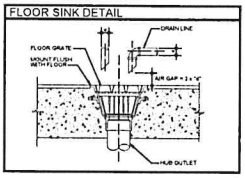
SANITARY RISER

NO SCALE

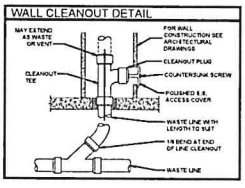
FLOOR DRAIN DETAIL



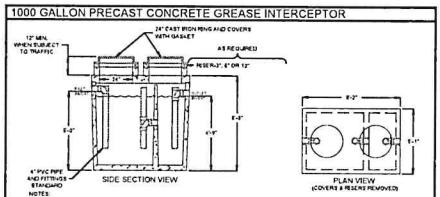
FLOOR SINK DETAIL



WALL CLEANOUT DETAIL

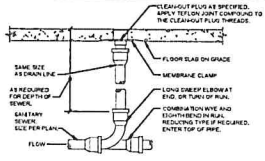


1000 GALLON PRECAST CONCRETE GREASE INTERCEPTOR



NOTES:
OPERATING CAPACITY: 1000 GALLONS.
DESIGN LOAD: H-20 TRAFFIC WITH DRY SOIL CONDITIONS (WATER LEVEL BELOW TANK) AND 5'-0" EARTH COVER.
SUITABLE BUOYANCY BE DESIGNED WITH GRANULAR MATERIAL SHALL BE PREPARED TO HANDLE ANTICIPATED LOADS.
DIMENSIONS ARE PROVIDED FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY.

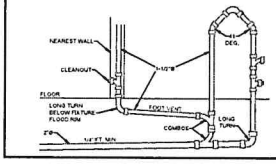
FLOOR CLEANOUT DETAIL



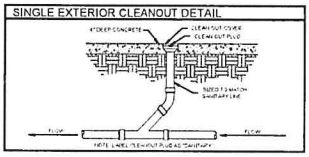
NOTES

1. REFER TO SCHEDULE FOR ADDITIONAL INFORMATION. LOCATE FLOOR CLEANOUT AT END OF RUN, TURNS OF PIPE GREATER THAN 45°, 50' (IN) INTERVALS ON STRAIGHT RUNS, AND/OR WHERE SHOWN ON PLANS & RISERS. PROVIDE BACKFILL AS REQUIRED. LOCATE CLEANOUT WHERE THERE IS 18" CLEAR AROUND. FOR ACCESSIBILITY, COORDINATE WITH LOCAL CODES AND AUTHORITY HAVING JURISDICTION FOR ANY ADDITIONAL REQUIREMENTS.
2. PROVIDE FLOOR CLEAN-OUT WITH ADJUSTABLE COVER. CLEAN OUT COVER SHALL BE SUITABLE FOR RESPECTIVE FLOOR COVERING (RECESSED FOR TILE, FLUSH FOR UNFINISHED FLOORS, ETC.). CLEAN THE TOP OF EXPOSED FLOOR CLEANOUT AFTER INSTALLATION.

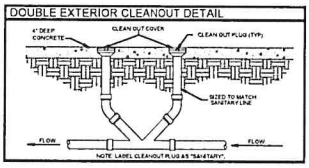
ISLAND SINK VENT DETAIL



SINGLE EXTERIOR CLEANOUT DETAIL



DOUBLE EXTERIOR CLEANOUT DETAIL



REVISED 3-1-2024

JAMES N. MARSHALL E-681

JAMES N. MARSHALL ENGINEERING
74681 K Road – Elm Creek, NE 68836
BUS: 308.440.4270
jmarshall@jnm-eng.com

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402-562-6074

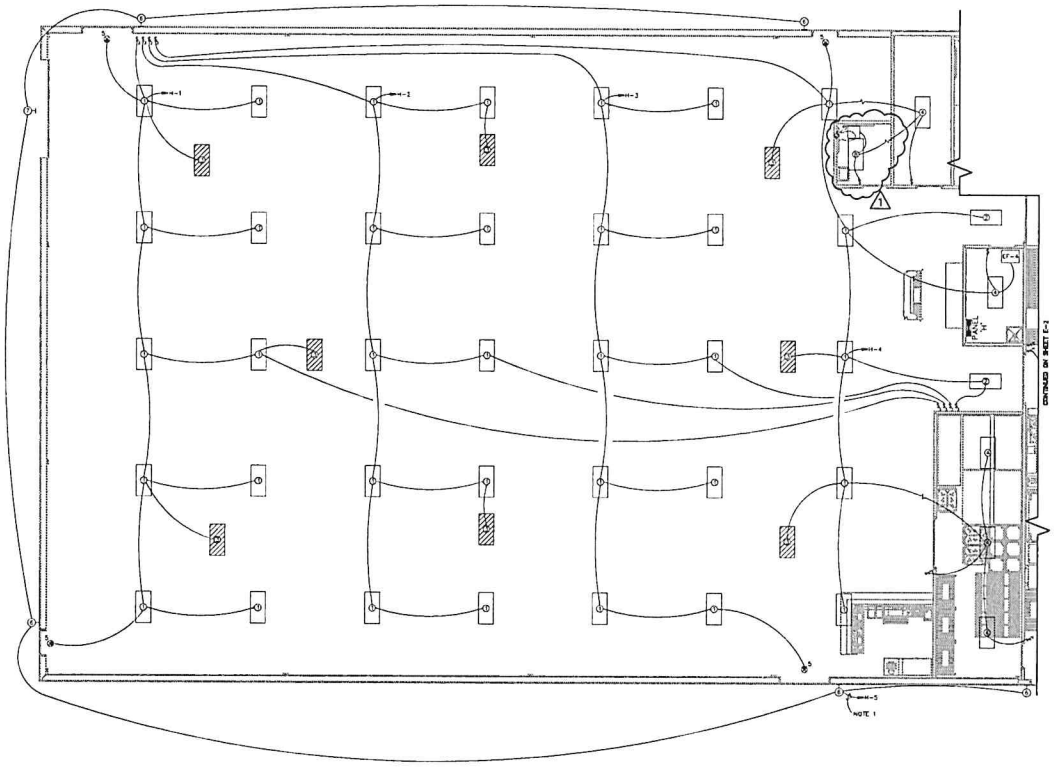
NEW VENUE
4174 63rd AVENUE
Columbus, Nebraska 68601

DESIGNED BY: JNM
DRAWN BY: JNM
CHECKED BY:
DATE: 10.14.2021
PROJ. NO.:
PROJECT #:

P3.3

LIGHTING PLAN NOTES:

1. RUN EXTERIOR LIGHTING CIRCUIT THROUGH A PHOTO EYE AND TIME CLOCK WIRED IN SERIES BEFORE CONNECTION TO BRANCH CIRCUIT BREAKER.



LIGHTING PLAN – WEST
SCALE: 3/32" = 1'-0"

NO.	DATE	DESCRIPTION
1	9.11.23	ADDITIONAL INFORMATION

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-0074

PLANS, SPECIFICATIONS, AND IDEAS ARE THE PROPERTY OF GAY & ASSOCIATES AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF GAY & ASSOCIATES. VISUAL CONTACT WITH THESE PLANS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

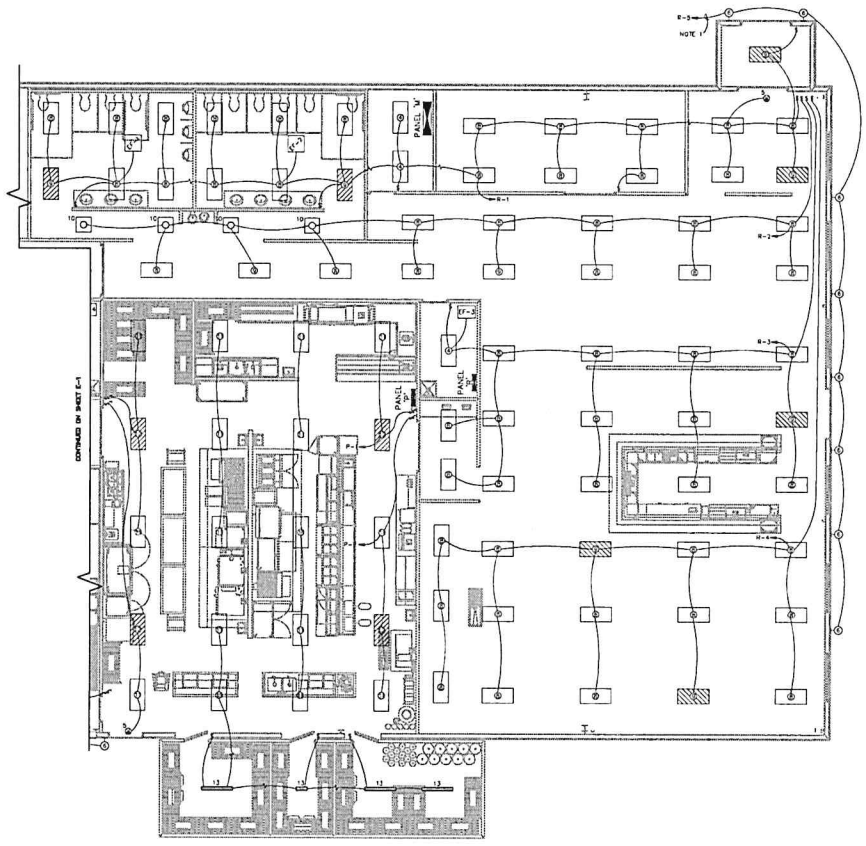
DESIGNED BY	TG
DRAWN BY	MCS
CHECKED BY	
DATE	9.11.2023
PROJ. NO.	
SHEET NO.	
LIGHTING PLAN WEST	

E-1

9.11.2023

LIGHTING PLAN NOTES:

1. RUN EXTERIOR LIGHTING CIRCUIT THROUGH A PHOTO EYE AND TIME CLOCK WIRED IN SERIES BEFORE CONNECTION TO BRANCH CIRCUIT BREAKER.



LIGHTING PLAN – EAST
SCALE: 3/16" = 1'-0"

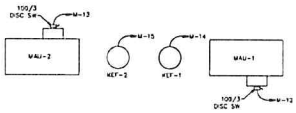
9.11.2023

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-0074

VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

LIGHTING PLAN - EAST

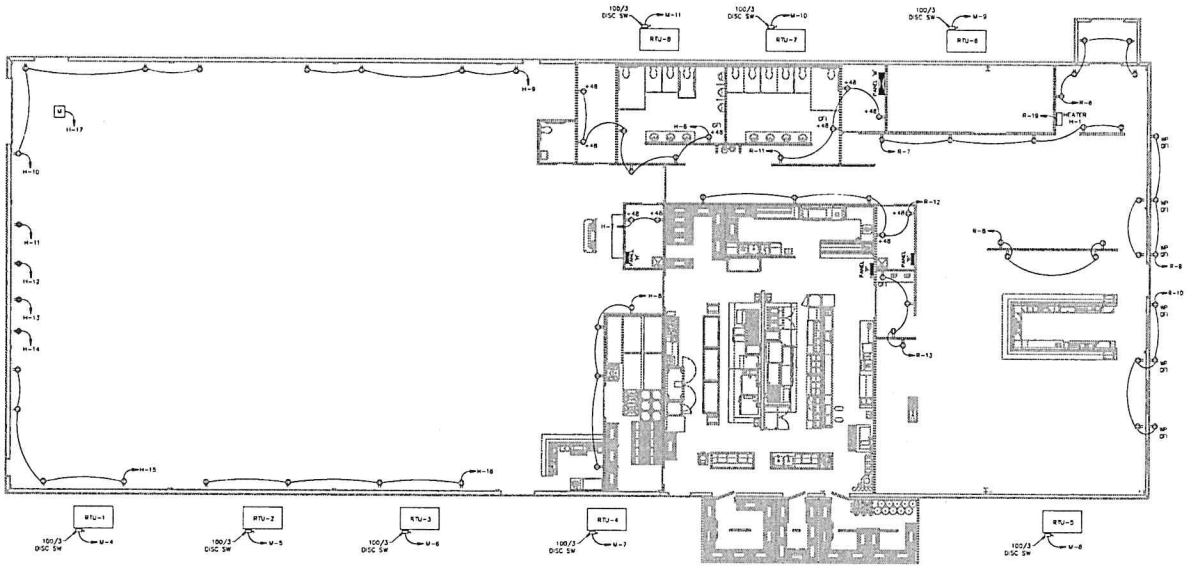
E-2



NOTE: SEE MECHANICAL FOR LOCATIONS

ROOF PLAN ABOVE KITCHEN

SCALE: 1/8" = 1'-0"



POWER PLAN

SCALE: 1/8" = 1'-0"

9.11.2023

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-0074

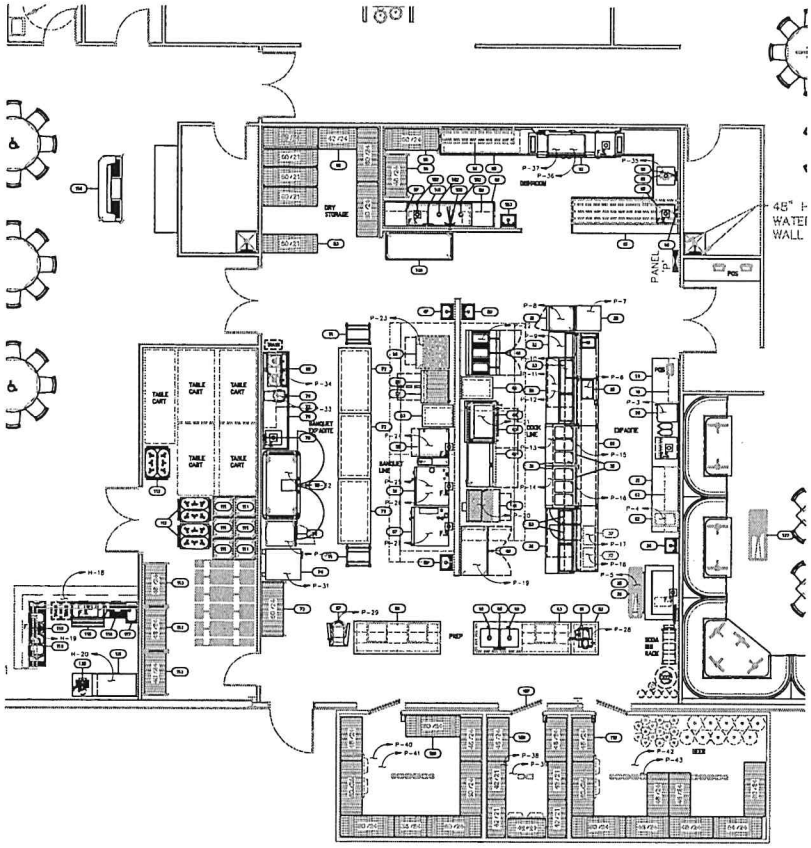
VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

POWER PLAN

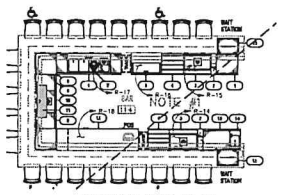
E-3

Equipment Schedule

Item No	Quantity	Category
1	1	GRANDSTAND
2	1	SODA GUN HOLDER & TUBING CHASE
3	1	CEILING
4	1	BOTTLE STORAGE UNIT
5	1	BOTTLE COOLER
6	1	CAN/BAR SPILL UNIT
7	1	GLASSWASHER, BRUSH TYPE
8	1	COMBO ICE/BEVERAGE FILLER
9	1	GRANDSTAND
10	1	WALL COVERING
11	1	DRAFT BEER/WINE DISPENSING TOWER
12	1	BACK BAR CABINET, REFRIGERATED
13	1	BEVERAGE AIR
14	1	HAND SINK
15	1	WINE RACK
16	-	SPARE NUMBER
17	-	SPARE NUMBER
18	1	WORK TABLE, STAINLESS STEEL TOP
19	1	SHELVING, WALL MOUNTED
20	1	COMBI OVEN, GAS
21	1	WORK TABLE, STAINLESS STEEL TOP
22	1	DROP-IN FREEZER
23	1	SHELVING, WALL MOUNTED
24	1	HAND SINK
25	1	ICE MAKER, CUBE STYLE
26	1	FLOOR TROUGH
27	-	SPARE NUMBER
28	1	CHEF'S EQUIPTER
29	1	HOT FOOD WELL UNIT, DROP IN, ELECTRIC
30	1	REFRIGERATED WORK TOP
31	1	REACH-IN FREEZER
32	1	WORKTOP FREEZER
33	1	CHEESE MELTER, ELECTRIC
34	1	PIZZA PREPARATION REFRIGERATOR
35	1	HOT FOOD SERVING COUNTER/TABLE
36	2	HEAT LAMP
37	1	MICROWAVE OVEN
38	-	SPARE NUMBER
39	-	SPARE NUMBER
40	1	REACH-IN REFRIGERATOR
41	1	PIZZA/DECK, 38" X OPEN BURNERS
42	1	GRIDDLE, GAS, COUNTERTOP
43	1	BROILER, DECK TYPE, GAS
44	1	CHEF BASE
45	1	WORK TABLE, STAINLESS STEEL TOP
46	1	GAS FRYER, BATTERY
47	1	HAND SINK
48	-	SPARE NUMBER
49	-	SPARE NUMBER
50	1	HAND SINK
51	1	CHARBROILER, GAS, COUNTERTOP
52	1	EQUIPMENT STAND FOR COUNTERTOP COOKING
53	1	WORK TABLE, STAINLESS STEEL TOP
54	1	RANGE, 36" X OPEN BURNERS
55	1	TILTING SKILLET BRAISER/PAN, ELECTRIC
56	1	COMBI OVEN, GAS
57	1	COMBI OVEN, GAS
58	1	HAND SINK
59	-	SPARE NUMBER
60	-	SPARE NUMBER
61	1	FOOD WARMER, ELECTRIC
62	1	WORK TABLE, 72", STAINLESS STEEL TOP
63	1	WORK TABLE, TOP, STAINLESS STEEL TOP
64	1	DECK MOUNT FAUCET
65	2	DRAIN LEVER/TWIST WASTE
66	1	WORK TABLE, 60", STAINLESS STEEL TOP
67	1	PLANETARY MIXER
68	-	SPARE NUMBER
69	-	SPARE NUMBER
70	1	MOBILE HEATED CABINET
71	1	RUNZ SHEET PAN RACK
72	1	WORK TABLE, 72", STAINLESS STEEL TOP
73	1	SHELVING UNIT, PLASTIC W/METAL POST
74	1	MULTI-CHILLER/FREEZER, REACH-IN
75	1	HEATED BANQUET CART
76	1	BUFFET RACK COUNTER
77	2	SHELVING, WALL MOUNTED
78	1	WALL / SPLASH MOUNT FAUCET
79	1	COFFEE BREWER
80	1	COFFEE BREWER / BREWER URN
81	-	SPARE NUMBER
82	-	SPARE NUMBER
83	1	SHELVING, HIGH DENSITY
84	1	SHELVING UNIT, PLASTIC W/METAL POST
85	-	SPARE NUMBER
86	-	SPARE NUMBER
87	1	DISHTABLE, SOILED, "L" SHAPED
88	1	WALL / SPLASH MOUNT FAUCET
89	1	PRE-RINSE FAUCET ASSEMBLY
90	1	DRAIN, LEVER / TWIST WASTE
91	1	DISPOSER
92	1	DISHWASHER, CONVEYOR TYPE
93	1	PRE-RINSE/DRAINTABLE
94	1	DISHTABLE, CLEAN W/ SHELF
95	1	SHELVING UNIT, PLASTIC W/METAL POST
96	1	SHELVING UNIT, PLASTIC W/METAL POST
97	1	WALL GRID SHELVING UNIT
98	1	WALL GRID SHELVING UNIT
99	1	THREE (3) COMPARTMENT SINK
100	1	PRE-RINSE FAUCET ASSEMBLY WITH ADD ON FAUCET
101	1	WALL / SPLASH MOUNT FAUCET
102	1	DRAIN, LEVER / TWIST WASTE
103	1	HAND SINK
104	1	CUTTING BOARD
105	-	SPARE NUMBER
106	-	SPARE NUMBER
107	1	WALK-IN COOLER/FREEZER
108	1	SHELVING, BANQUET COOLER
109	1	SHELVING, FREEZER
110	1	SHELVING, STEAMCUBE
111	6	RACK/DOLLY
112	1	DISH CART/DOLLY
113	1	SHELVING UNIT, PLASTIC W/METAL POST
114	1	PORTABLE BAR
115	1	ICE BIN
116	1	CHALKBOARD
117	1	HAND SINK
118	1	EXTENDED SINK UNITS
119	1	GLASSWASHER, BRUSH TYPE
120	1	DRAFT BEER/WINE DISPENSING TOWER
121	1	BACK BAR CABINET, REFRIGERATED



ENLARGED KITCHEN FLOOR PLAN
SCALE: 1/4" = 1'-0"



ENLARGED BAR PLAN
SCALE: 1/4" = 1'-0"

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

VENUE RESTAURANT
& ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

KITCHEN POWER

E-4

9.11.2023

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER	CATALOG NUMBER	LAMP	REMARKS
1	LITHONIA	LFTL4610000LMR7MVOLTEDL040GBOORFSH	LED – 40W	SURFACE MOUNT ON CEILING
2	LITHONIA	2TL544RLRMVOLTEDL040GBOORFSH	LED – 30W	SURFACE MOUNT ON CEILING
3	LITHONIA	2TL444RLRMVOLTEDLPESERLDEL14	LED – 60W	SURFACE MOUNT ON CEILING EMERGENCY LIGHTING
4	LITHONIA	FTL44L3AGLPL36NX	LED – 40W	SURFACE MOUNT ON CEILING
8	LITHONIA	LDCHRSL14	LED – 8W	WALL MOUNT 7'-0" ABOVE FINISHED FLOOR
9	LITHONIA	DSXWLED29D1000400K12MVOLTDDITDDELDW	LED – 38W	WALL MOUNT 7'-0" ABOVE FINISHED FLOOR
7	LITHONIA	THWLED3D01000800KTMVOLTDDSYD	LED – 60W	WALL MOUNT 11'-0" ABOVE FINISHED FLOOR
8	LITHONIA	2KLA3BLD.1ILP.536NX	LED – 34W	GRID MOUNT IN CEILING
9	LITHONIA	2KLA3BLD3ILP.536NX	LED – 34W	GRID MOUNT IN CEILING
10	LITHONIA	BCLA3BLD3ILP.536NWL114	LED – 38W	GRID MOUNT IN CEILING EMERGENCY LIGHTING
11	LITHONIA	2ALL233LD.3ILP.536NA	LED – 31W	GRID MOUNT IN CEILING
12	LITHONIA	FTL433LP.9A1ILP.536NX	LED – 38W	GRID MOUNT IN CEILING
13	LITHONIA	2TL433LP.9A1ILP.536NXELL14	LED – 41W	GRID MOUNT IN CEILING EMERGENCY LIGHTING
N/A	N/A	N/A	LED – 20W	FURNISHED BY EQUIPMENT MANUFACTURER

ELECTRICAL PANEL SCHEDULE 'P'

PANEL 'P' – 120/208 VOLT, 3 PHASE, 4 WIRE, SOLID NEUTRAL 400 AMP RATING, MAIN LUGS ONLY, 84 POLE SPACES, SURFACE MOUNT WITH CIRCUIT DIRECTORY, COVER, DOOR & GROUND BAR

CIRCUIT DESIGNATION	BRANCH CIRCUIT NO	BRANCH CIRCUIT BREAKER	WIRE SIZE
LIGHTING	P–1	20/1	12
LIGHTING	P–2	20/1	12
DOPTEE/TEA MAKER	P–3	30/2	10
DROP IN FREEZER	P–4	30/1	12
ICE MAKER	P–5	20/1	12
HOT FOOD WELL	P–6	30/1	12
REFRIGERATED WELL TOP	P–7	20/1	12
REACH IN FREEZER	P–8	30/1	12
WORK TOP FREEZER	P–9	20/1	12
CHEESE MELTER	P–10	20/1	10
PIZZA PREP REFRIGERATOR	P–11	20/1	12
PIZZA PREP REFRIGERATOR	P–12	20/1	12
HOT FOOD SERVING COUNTER	P–13	30/1	10
HOT FOOD SERVING COUNTER	P–14	30/1	10
HEAT LAMP	P–15	20/1	12
HEAT LAMP	P–16	20/1	12
MICROWAVE OVEN	P–17	20/2	12
MICROWAVE OVEN	P–18	20/2	12
REACH IN REFRIGERATOR	P–19	20/1	12
GAS RANGE	P–20	30/1	12
CHEF BASE	P–21	20/1	12
GAS FRYER	P–22	20/1	12
10 RANGE	P–23	50/1	12
TILTING SKILLET	P–24	30/2	8
COMBO OVEN (TOP)	P–25	30/2	10
COMBO OVEN (BOTTOM)	P–26	20/2	12
COMBO OVEN	P–27	30/2	10
FOOD BLADE	P–28	20/1	12
PLANETARY MIXER	P–29	30/2	10
MOBILE HEATED CABINET	P–30	20/1	12
BLAST CHILLER/FREEZER	P–31	30/2	10
HEATED BANQUET CART	P–32	20/1	12
ICED TEA BREWER	P–33	50/1	12
DOPTEE MAKER	P–34	20/1	8
DISPOSER	P–35	30/2	10
DISH WASHER	P–36	100/3	4/0
DISH WASHER	P–37	50/3	8
WALK IN FREEZER	P–38	20/2	12
WALK IN FREEZER	P–39	30/2	10
BANQUET COOLER	P–40	20/1	12
BANQUET COOLER	P–41	20/2	10
STEAMHOUSE COOLER	P–42	20/2	12
STEAMHOUSE COOLER	P–43	30/2	10
SPARE	P–44	30/3	
SPARE	P–45	30/2	
SPARE	P–46	20/1	
SPARE	P–47	20/1	
SPARE	P–48	30/1	

ELECTRICAL PANEL SCHEDULE 'M'

PANEL 'M' – 120/208 VOLT, 3 PHASE, 4 WIRE, SOLID NEUTRAL 1800 AMP RATING, 1600 AMP MAIN BREAKER, 42 POLE SPACES, SURFACE MOUNT WITH CIRCUIT DIRECTORY, COVER, DOOR & GROUND BAR

CIRCUIT DESIGNATION	BRANCH CIRCUIT NO	BRANCH CIRCUIT BREAKER	WIRE SIZE
PANEL 'P' FEEDER	M–1	400/3	600 MCM
PANEL 'H' FEEDER	M–2	200/3	4/0
PANEL 'R' FEEDER	M–3	200/3	4/0
ROOF TOP UNIT RTU–1	M–4	100/3	3
ROOF TOP UNIT RTU–2	M–5	100/3	3
ROOF TOP UNIT RTU–3	M–6	100/3	3
ROOF TOP UNIT RTU–4	M–7	100/3	2
ROOF TOP UNIT RTU–5	M–8	100/3	3
ROOF TOP UNIT RTU–6	M–9	150/3	2
ROOF TOP UNIT RTU–7	M–10	100/3	3
ROOF TOP UNIT RTU–8	M–11	100/3	2
MAKE UP AIR UNIT MAU–1	M–12	90/3	2
MAKE UP AIR UNIT MAU–2	M–13	90/3	2
KITCHEN EXHAUST FAN KEF–1	M–14	30/1	12
KITCHEN EXHAUST FAN KEF–2	M–15	20/1	12

ELECTRICAL PANEL SCHEDULE 'H'

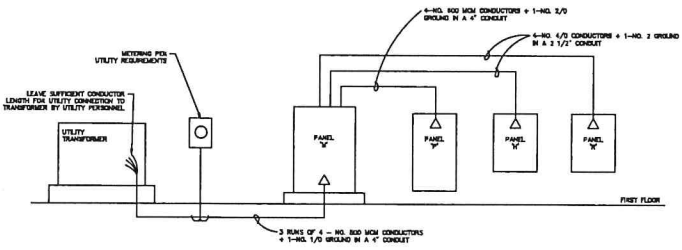
PANEL 'H' – 120/208 VOLT, 3 PHASE, 4 WIRE, SOLID NEUTRAL 200 AMP RATING, MAIN LUGS ONLY, 42 POLE SPACES, SURFACE MOUNT WITH CIRCUIT DIRECTORY, COVER, DOOR & GROUND BAR

CIRCUIT DESIGNATION	BRANCH CIRCUIT NO	BRANCH CIRCUIT BREAKER	WIRE SIZE
LIGHTING	H–1	20/1	12
LIGHTING	H–2	20/1	12
LIGHTING	H–3	20/1	12
LIGHTING	H–4	20/1	12
EXTERIOR LIGHTING	H–5	20/1	12
CONVENIENCE OUTLETS	H–6	20/1	12
CONVENIENCE OUTLETS	H–7	20/1	12
CONVENIENCE OUTLETS	H–8	20/1	12
CONVENIENCE OUTLETS	H–9	20/1	12
CONVENIENCE OUTLETS	H–10	20/1	12
CONVENIENCE OUTLETS	H–11	20/1	12
CONVENIENCE OUTLETS	H–12	20/1	12
CONVENIENCE OUTLETS	H–13	20/1	12
CONVENIENCE OUTLETS	H–14	20/1	12
CONVENIENCE OUTLETS	H–15	20/1	12
CONVENIENCE OUTLETS	H–16	20/1	12
CONVENIENCE OUTLETS	H–17	20/1	12
OVERHEAD DOOR OPENER	H–18	20/1	12
PORTABLE BAR	H–19	20/1	12
GLASS WASHER	H–20	20/1	12
BACK BAR REFRIGERATOR	H–21	20/1	12
SPARE	H–22	20/1	
SPARE	H–23	20/1	
SPARE	H–24	20/1	
SPARE	H–25	20/1	

ELECTRICAL PANEL SCHEDULE 'R'

PANEL 'R' – 120/208 VOLT, 3 PHASE, 4 WIRE, SOLID NEUTRAL 200 AMP RATING, MAIN LUGS ONLY, 42 POLE SPACES, SURFACE MOUNT WITH CIRCUIT DIRECTORY, COVER, DOOR & GROUND BAR

CIRCUIT DESIGNATION	BRANCH CIRCUIT NO	BRANCH CIRCUIT BREAKER	WIRE SIZE
LIGHTING	R–1	20/1	12
LIGHTING	R–2	20/1	12
LIGHTING	R–3	20/1	12
LIGHTING	R–4	20/1	12
EXTERIOR LIGHTING	R–5	20/1	12
CONVENIENCE OUTLETS	R–6	20/1	12
CONVENIENCE OUTLETS	R–7	20/1	12
CONVENIENCE OUTLETS	R–8	20/1	12
CONVENIENCE OUTLETS	R–9	20/1	12
CONVENIENCE OUTLETS	R–10	20/1	12
CONVENIENCE OUTLETS	R–11	20/1	12
CONVENIENCE OUTLETS	R–12	20/1	12
CONVENIENCE OUTLETS	R–13	20/1	12
ICE MAKER	R–14	20/1	12
ICE BANER	R–15	20/1	12
BOTTLE COOLER	R–16	20/1	12
GLASS WASHER	R–17	20/1	12
BACK BAR CABINET	R–18	20/1	12
HEATER TH-1	R–19	20/1	12
SPARE	R–20	20/1	
SPARE	R–21	20/1	
SPARE	R–22	20/1	
SPARE	R–23	20/1	
SPARE	R–24	20/1	



ELECTRICAL RISER DIAGRAM
NO SCALE

TODAS SCOTT LAY E-5113

9.11.2023

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-0374

VENUE RESTAURANT & ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

DESIGNED BY: TG
DRAWN BY: RCS
CHECKED BY:
DATE: 10.11.2023
PROJECT NO:
FILE NAME:

ELECTRICAL SCHEDULES

E-5

ELECTRICAL SYMBOLS

LIGHTING AND POWER

SYMBOL	DESCRIPTION
	FLUORESCENT FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
	SHADING INDICATES FIXTURE ON EMERGENCY CIRCUIT OR WITH BATTERY PACK
	FLUORESCENT STRIP FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
	BRACKET FLUORESCENT FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
	CEILING FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
$	SINGLE POLE SWITCH
$_2$	TWO POLE SWITCH
$_3$	THREE WAY SWITCH
$_4$	FOUR WAY SWITCH
	DUPLEX RECEPTACLE
^{1}	DUPLEX RECEPTACLE – GFCI TYPE
	ISOLATED GROUND DUPLEX RECEPTACLE
^{2}	HIGH ABUSE DUPLEX RECEPTACLE
^{3}	SAFETY TYPE DUPLEX RECEPTACLE
	RED COLORED DUPLEX RECEPTACLE
	DUPLEX RECEPTACLE – SPLIT WIRED
	WALL MOUNTED JUNCTION BOX
	POWER PANEL
	EXISTING POWER PANEL
	DISTRIBUTION PANEL, SWITCHBOARD, OR MOTOR CONTROL CENTER
#	MOTOR – # INDICATES HORSEPOWER
	SAFETY SWITCH (FUSED UNLESS OTHERWISE NOTED)
$_{MC}$	SINGLE PHASE MANUAL MOTOR STARTER THERMAL OVERLOAD AND PILOT LIGHT
	LIGHTING CONTACTOR

SYMBOL	DESCRIPTION
	BRACKET FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
	TRACK MOUNTED FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
#	CEILING MOUNTED EXIT SIGN. PROVIDE DIRECTIONAL ARROWS AS SHOWN ON DRAWINGS. # INDICATES FIXTURE NUMBER IN SCHEDULE (DARKENED PORTION OF FIXTURE INDICATES ILLUMINATED FACES)
#	WALL MOUNTED EXIT SIGN. PROVIDE DIRECTIONAL ARROWS AS SHOWN ON DRAWINGS. # INDICATES FIXTURE NUMBER IN SCHEDULE (DARKENED PORTION OF FIXTURE INDICATES ILLUMINATED FACES)
	DOOR SWITCH
$_{MC}$	MOMENTARY CONTACT SWITCH
	CEILING MOUNTED MOTION SENSOR SWITCH
	WALL MOUNTED MOTION SENSOR SWITCH
	CEILING MOUNTED DUPLEX RECEPTACLE
	FLOOR MOUNTED DUPLEX RECEPTACLE
	ISOLATED GROUND DOUBLE DUPLEX RECEPTACLE
	DRYER RECEPTACLE NEMA 14-30 (125/250V 30A)
	RANGE RECEPTACLE NEMA 14-50 (125/250V 50A)
	SINGLE RECEPTACLE
$_g$	JUNCTION BOX ('F' INDICATES FLOOR, 'C' INDICATES CEILING)
	BRANCH CIRCUIT – EXPOSED
	BRANCH CIRCUIT – CONCEALED IN CEILING OR WALL
	BRANCH CIRCUIT – CONCEALED IN FLOOR (UNDERGROUND IF EXTERIOR)
	HOMERUN TO PANEL (NUMBER OF ARROWS INDICATES MANNER OF CIRCUITRY)
	SWITCH AND FUSE
	SWITCH AND FUSTAT
	ENCLOSED CIRCUIT BREAKER
	RELAY

SYMBOL	DESCRIPTION
	BATTERY POWERED EMERGENCY LIGHT FIXTURE # INDICATES FIXTURE NUMBER IN SCHEDULE
	POLE LUMINAIRE (S) # INDICATES FIXTURE NUMBER IN SCHEDULE
	BOLLARD LUMINAIRE (B) # INDICATES FIXTURE NUMBER IN SCHEDULE
	CEILING FAN – NUMBER OF BLADES IN SCHEDULE # INDICATES FIXTURE NUMBER IN SCHEDULE
#	MANUAL DIMMER OR FAN SPEED CONTROL # INDICATES WATTAGE. 'A'=600W, '10'=1000W, '15'=1500W, '20'=2000W, 'F'=FAN SPEED CONTROL
	PHOTOCELL
	START/STOP PUSH BUTTON
	3 POSITION PUSH BUTTON
	HORIZONTAL MOUNTED DUPLEX RECEPTACLE
	SPECIAL PURPOSE RECEPTACLE (MEMA CONFIGURE AS NOTED)
	WELDER RECEPTACLE NEMA 6-50 (250V 50A)
	MULTI-OUTLET ASSEMBLY – LENGTH AS INDICATED
	CORD AND PLUG
	CONDUIT SEAL FITTING FOR HAZARDOUS AREAS
	SPECIAL PURPOSE HOMERUN AS INDICATED
	CONDUIT RISER UP
	CONDUIT RISER DOWN
	CONDUIT STUB-OUT AND CAPPED
	SINGLE PHASE MAGNETIC MOTOR STARTER
	THREE PHASE MAGNETIC MOTOR STARTER
	COMBINATION MAGNETIC MOTOR STARTER/DISCONNECT

TELECOMMUNICATIONS

SYMBOL	DESCRIPTION
	CCTV CAMERA
	CCTV CAMERA OUTLET
	CCTV MONITOR AND OUTLET
	CCTV MONITOR OUTLET

SYMBOL	DESCRIPTION
	INTERCOM/PUBLIC ADDRESS SPEAKER – SURFACE MOUNTED
	INTERCOM/PUBLIC ADDRESS SPEAKER – WALL MOUNTED
	INTERCOM/PUBLIC ADDRESS SPEAKER – RECESSED
	PUBLIC ADDRESS TRUMPET
	VOLUME CONTROL FOR SPEAKER

SYMBOL	DESCRIPTION
	TELEPHONE OUTLET AND CONDUIT, FLUSH MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED
	TELEPHONE FLOOR OUTLET FLUSH MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED
	TELEPHONE WALL OUTLET MOUNTING HEIGHT AS INDICATED ON DRAWINGS
	TELEPHONE TERMINAL BOARD ON TERMINAL CABINET SIZE AND TYPE AS INDICATED (TB OR TTC)
	DATA OUTLET AND CONDUIT, FLUSH MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED
	DATA FLOOR OUTLET AND CONDUIT.

FIRE DETECTION

SYMBOL	DESCRIPTION
	SMOKE DETECTOR
	HEAT DETECTOR-COMBINATION RATE OF RISE AND FIXED TEMPERATURE
	DUCT SMOKE DETECTOR
	FIRE ALARM MANUAL STATION
	FIRE ALARM CONTROL MODULE
	FIRE ALARM MOTOR MODULE
	SUPERVISORY VALVE CONTACTS
	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR PANEL

SYMBOL	DESCRIPTION
	FIRE ALARM COMBINATION BELL AND FLASHING LIGHT
	FIRE ALARM HORN/STROBE UNIT
	FIRE ALARM MINI-HORN/STROBE UNIT
	CEILING FIRE ALARM HORN/STROBE UNIT
	CEILING FIRE ALARM MINI-HORN/STROBE UNIT
	CEILING FIRE ALARM STROBE UNIT
	WALL MOUNTED FIRE ALARM STROBE UNIT
	FIRE FIGHTER'S TELEPHONE JACK

SYMBOL	DESCRIPTION
	CEILING FIRE ALARM SPEAKER
	WALL FIRE ALARM SPEAKER
	CEILING FIRE ALARM SPEAKER/LIGHT
	WALL FIRE ALARM SPEAKER/LIGHT
	FIRE ALARM BELL/LIGHT
	FIRE ALARM MAGNETIC DOOR HOLDER
	COMBINATION FIRE/SMOKE DAMPER
	SMOKE DAMPER

MISCELLANEOUS

SYMBOL	DESCRIPTION
	CHIME
	THERMOSTAT
	PNEUMATIC – ELECTRIC SWITCH
	ELECTRIC – PNEUMATIC SWITCH
	ALTERNATOR

SYMBOL	DESCRIPTION
	BELL
	ADJUSTAT
	FLOAT SWITCH
	PRESSURE SWITCH

SYMBOL	DESCRIPTION
	BUZZER
	LOCK-OUT PUSH BUTTON
	DAMPER SWITCH
	ELECTRIC SOLENOID VALVE

SUBSCRIPTS

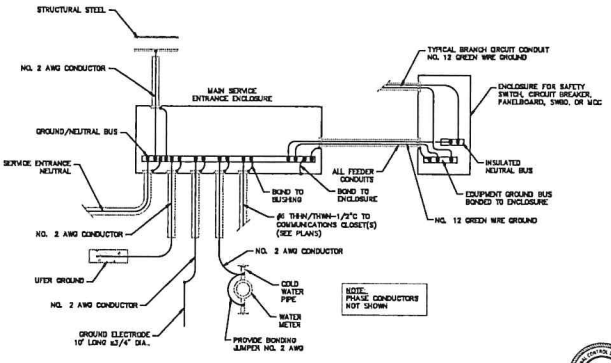
SYMBOL	DESCRIPTION
P	ADDED TO ANY SYMBOL INDICATES EXPLOSION PROOF
M	ADDED TO ANY FLOOR OUTLET INDICATES PEDESTAL MOUNTED
P	ADDED TO ANY SYMBOL INDICATES PILOT LIGHT

SYMBOL	DESCRIPTION
W	ADDED TO ANY SYMBOL INDICATES 'WEATHER PROOF' NEMA TYPE 4 OR 3SRX
E	ADDED TO ANY SYMBOL INDICATES EXISTING
W	ADDED TO ANY SYMBOL INDICATES WIRE GUARD

SYMBOL	DESCRIPTION
WT	ADDED TO ANY SYMBOL INDICATES RAIN TIGHT NEMA 3R OR 3SRX
X	ADDED TO ANY SYMBOL INDICATES KEY OPERATED

ELECTRICAL NOTES:

- INSTALL GREEN INSULATED GROUND WIRE WITH ALL LIGHTING, RECEPTACLE AND EQUIPMENT BRANCH CIRCUITS.
- LIGHT SWITCHES SHALL BE RATED AT 20 AMPERES.
- ALL WIRING AND GROUNDING SHALL COMPLY WITH NATIONAL ELECTRIC CODE REQUIREMENTS AND BE PERFORMED IN A PROFESSIONAL MANNER.
- CONDUIT BODIES SHALL NOT BE MOUNTED BACK TO BACK THROUGH WALLS
- ALL WIRING SHALL BE 600 VOLT THHN COPPER, NO. 12 CONDUCTORS UNLESS NOTED OTHERWISE.
- ALL WIRING SHALL BE INSTALLED IN CONDUIT OR RACEWAYS.
- WALL RECEPTACLES SHALL BE MOUNTED 14" ABOVE THE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- MAIN SERVICE BREAKER SHALL BE RATED 65,000 AIC. ALL OTHER BREAKERS SHALL BE RATED 22,000 AIC
- MOUNT DISCONNECT SWITCHES SO AS NOT TO INTERFERE WITH THE WORKING OF OTHER EQUIPMENT.
- WIRING FOR ALL THERMOSTATS BY ELECTRICAL CONTRACTOR.
- WIRING FOR ALL FRESH AIR INTAKE LOUVERS AND MECHANICAL EQUIPMENT POWER CIRCUITS BY ELECTRICAL CONTRACTOR.
- FIRE ALARM SYSTEM TO BE PROVIDED AND INSTALLED BY THE ELECTRICAL CONTRACTOR OR A SUBCONTRACTOR. SYSTEM SHALL BE DESIGNED AND DRAWN AND INSTALLED TO MEET ALL STATE AND LOCAL CODES AND HAVE UL APPROVAL.



BUILDING SERVICE ENTRANCE GROUNDING DETAIL
NO SCALE

9.11.2023

GAY & ASSOCIATES
1470 31ST AVENUE
COLUMBUS, NE 68601
402/562-6074

VENUE RESTAURANT & ACTIVITY CENTER
4174 63rd Avenue
Columbus, Nebraska 68601

ELECTRICAL NOTES

E-6

13. **PETITIONS AND COMMUNICATIONS - None**

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

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

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

17. **REPORTS ON LEGISLATION - None**

18. **NEW BUSINESS**

18.A. Quote from Sirius Computer Solutions LLC in the amount of $10,866.30 for city-wide computer protection software.

Information Technology
402-562-4242
it@columbusne.us

City of Columbus

City Hall
2500 14th St., Suite 3
P. O. Box 1677
Columbus, NE 68602

M E M O R A N D U M

DATE: 11/8/2024

TO: City Administrator / Mayor / City Council

FROM: Matt Soukup

RE: SentinelOne Workstation and Server Protection

RECOMMENDATION:

I recommend the approval of the SentinelOne workstation and server protection platform proposal from Sirius Computer Solutions.

DISCUSSION:

The SentinelOne protection platform will replace our current Carbon Black protection platform. This is an upgrade from Carbon Black for better protection from viruses, malware, and other malicious software on the City workstations and servers.

FISCAL IMPACT:

Initial cost will be $10,866.30 for the software. There is a recurring yearly cost for the maintenance.

Funds for this purchase will come from the budgeted $120,000 for GL 100-100-53400.

ALTERNATIVES:

Staff makes no alternative recommendation.

SIGNATURE:

By: Matt J Soukup

Approved By: Heather Lindsley
Heather Lindsley, Finance Director

Approved By:
Tara Vasicek, City Administrator

SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES

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

Proposal Number:	Q-00455297
Proposal Date:	11/06/2024
Expires:	12/31/2024
Description:	SentinelOne
Currency:	USD

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

Proposal Number: Q-00455297
Proposal Date: 11/06/2024
Expires: 12/31/2024
Description: SentinelOne
Attn:

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES

Sirius Computer Solutions, LLC

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

Part #	Description	Qty	Ext. Price
PF-PLT-FF-T1-S	Sentinel labs Singularity XDR Platform. Access to the Singularity XDR Platform, includes initial XDR Ingest	1	$500.00
S1-CMP-EN-T2-S	Sentinel Labs Complete Protection Platform (Per Workstation).	330	$8,979.30
S1-CMP-CW-T2-S	Sentinel Labs Complete Cloud Workload Security (Per Server).	25	$1,387.00
		Extended Subtotal:	**$10,866.30**
		Total Client Price:	**$10,866.30**

Proposal Comments:
SAAS BILLING FREQUENCY: PREPAID

SAAS TERM: 12 MONTHS (3/1/2025 - 2/28/2026)

SAAS WILL TERMINATE AT END OF TERM. TO AVOID A DISRUPTION OF SERVICE, A NEW ORDER MUST BE PLACED PRIOR TO THE ORIGINAL TERM EXPIRATION.

Terms and Conditions:

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

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

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

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

Agreement Type: Customer Agreement 34239-CA

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

Accepted by:	Approved by:
CITY OF COLUMBUS	Sirius Computer Solutions, LLC
Signature of Authorized Representative	Signature of Authorized Representative
Printed Name	Printed Name
Title of Authorized Representative	Title of Authorized Representative
Date Signed	Date Signed
Ship to Contact (Name, Phone, & Email)	Bill to Contact (Name, Phone, & Email)
Ship to Address	Bill to Address

18.B. Quote from RDO Truck Center in the amount of $157,616 for semi tractor for transfer station. CIP #24-40

The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: November 22, 2024

TO: City Administrator/Mayor/City Council

FROM: Chuck Sliva, Public Works Director

SUBJECT: Purchase of 2026 Mack Anthem AN64T Semi Tractor for Columbus Transfer Station in the amount of $157,616.00. CIP 24-40. Budgeted amount was $175.000.00

RECOMMENDATION: To accept the following attached Sourcewell (032824-MAK) quote from RDO Truck Center, Norfolk Ne. The following quote is for the purchase of 1-New Mack Tractor Semi in the amount of $157,616.00. Including Disc Brake upgrade.

DISCUSSION: This semi is being purchased using the Cooperative Purchasing Program Sourcewell, this is a competitively solicited cooperative bid process used by local city and state governments nationwide. The new Semi Tractor will replace older unit in the fleet that will be used as a shag truck or back up truck if neded..

FISCAL IMPACT:

Funds for this purchase will come from the budgeted $175,000.00 CIP# 24-20, Fund.

SIGNATURE:

By: Chuck Sliva
Chuck Sliva, Public Works Director

Approved By: Heather Lindsley
Heather Lindsley, Finance Director

Approved By:
Tara Vasicek, City Administrator

Proposal for City of Columbus

11-22-2024

Chuck,

Thank you for giving me this opportuning to provide a quote for a New:

2026 Mack Anthem AN64T

Mack MP8 Engine 505HP

Mack MDrive 12speed Automated transmission

14,600 Front Axle

40,000 Rear Axle 3.70 ratio with full lockers

2 line wet kit

Half fenders

Total Price	$156,317

Option:

Air Disc Brakes front and rear axles	$1799
Minimizer poly half fenders	N/c
Mack Mdrive transmission discount	-$500
Total with options	$157,616

Thank for your consideration.

Bob Sobotka

RDO Truck Center

1305 S. Elkhorn Street

Norfolk, NE 68701 402-370-0148

18.C. Quotes from Motorola Solutions and Electronic Engineering in the total amount of $22,206.81 for radio equipment for fire department.

Columbus Fire Department
Memorandum
For Record

DATE: 2 December 2024

TO: Tara Vasicek, City Administrator

FROM: Ryan S. Gray, Fire Chief

RE: Purchase of Radio Equipment Using State Homeland Security Funds

RECOMMENDATIONS:
Approve the attached quotes from Motorola Solutions and Electronic Engineering for radio equipment for $22,206.81.

DISCUSSION:
This project was approved by the Hazmat Governance Group to provide radio equipment to the Columbus Fire Department. The project consists of the following:

2 in-vehicle repeaters with programming and installation
3 interface cables and installation for headset communications on select fire apparatus
10 spare batteries
10 spare antennas
5 spare remote speaker mics.

FISCAL IMPACT:
The total for this project is $22,206.81. We will be reimbursed once we submit packing slips and proof of payment to Lincoln County, NE, who oversees these funds. We had a total project budget of $25,252.29 that was approved.

ALTERNATIVES:

We are not recommending any other options at this time.

SIGNATURES:

Ryan S. Gray, Fire Chief

Heather Lindsley, Finance Director

Tara Vasicek, City Administrator

MOTOROLA SOLUTIONS







COLUMBUS FIRE DEPT, CITY OF

10/16/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

QUOTE-2847649

10/16/2024

COLUMBUS FIRE DEPT, CITY OF
1459 26TH AVE
COLUMBUS, NE 68601

Dear Chief Ryan Gray,

Motorola Solutions is pleased to present COLUMBUS FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUMBUS FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kathie Hansel at khansel@eengineering.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kathie Hansel

Motorola Solutions Manufacturer's Representative

Billing Address:
COLUMBUS FIRE DEPT, CITY OF
1459 26TH AVE
COLUMBUS, NE 68601
US

Quote Date:10/16/2024
Expiration Date:12/15/2024
Quote Created By:
Kathie Hansel
khansel@eengineering.com

End Customer:
COLUMBUS FIRE DEPT, CITY OF
Chief Ryan Gray
Ryan.gray@columbusne.us
402-564-8127

Contract: 32517 - NEBRASKA ADMIN SERVICES CONTRACT #14534 OC
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	VRX1000						
1	M87USS9PW1AN	VRX1000 700/800MHZ	2		$3,684.00	$3,352.44	$6,704.88
1a	QA09561AA	ADD: VRX1000 TO MOBILE RADIO CABLE 3FT	2		$0.00	$0.00	$0.00
1b	QA09567AA	ENH: VRX1000 PSU CONVENTIONAL SCAN	2		$166.00	$151.06	$302.12
1c	QA09566AA	ENH: VRX1000 RM-OTAP	2		$166.00	$151.06	$302.12
1d	QA09635AA	ENH: TIER 3: P25 ENHANCED TRUNKING	2		$2,385.00	$2,170.35	$4,340.70
1e	QA09576AA	ADD: FOR USE WITH SINGLE BAND APX MOBILE	2		$0.00	$0.00	$0.00
1f	QA09634AA	ENH: TIER 2: P25 DIGITAL CONV&ENCRYPTION	2		$2,385.00	$2,170.35	$4,340.70
1g	QA09633AA	ENH: TIER 1: ANALOG OPERATION	2		$0.00	$0.00	$0.00
2	LSV01S04106A	VRX ESSENTIAL WARRANTY (3/5/7 YR)	2	3 YEARS	$468.00	$468.00	$936.00
3	HAF4016A	UNITY GAIN ANTENNA QUARTERWAVE	2		$29.00	$21.17	$42.34

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		762-870MHZ - ROOF MOUNT					

Grand Total $16,968.86(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				$16,032.86
Upfront Subscription Fee				
	VRX1000	Annually		$312.00
Sub Total:				**$16,344.86**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	VRX1000	Annually	$312.00	$312.00
Year 3 Subscription Fee				
	VRX1000	Annually	$312.00	$312.00
Sub Total:				**$624.00**

Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$16,968.86**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

MOTOROLA SOLUTIONS







COLUMBUS FIRE DEPT, CITY OF

11/22/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

QUOTE-2908046

11/22/2024

COLUMBUS FIRE DEPT, CITY OF
1459 26TH AVE
COLUMBUS, NE 68601

Dear Chief Ryan Gray,

Motorola Solutions is pleased to present COLUMBUS FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUMBUS FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kathie Hansel at khansel@eengineering.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kathie Hansel

Motorola Solutions Manufacturer's Representative

Billing Address:
COLUMBUS FIRE DEPT, CITY OF
1459 26TH AVE
COLUMBUS, NE 68601
US

Quote Date:11/22/2024
Expiration Date:01/04/2025
Quote Created By:
Kathie Hansel
khansel@eengineering.com

End Customer:
COLUMBUS FIRE DEPT, CITY OF
Chief Ryan Gray
Ryan.gray@columbusne.us
402-564-8127

Contract: 32517 - NEBRASKA ADMIN SERVICES CONTRACT #14534 OC AGREEMENT: STATE OF NEBRASKA
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	10	$188.27	$137.44	$1,374.40
2	NAR6594A	ANT VHF / 7/800/GPS	10	$81.00	$59.13	$591.30
3	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	5	$665.28	$485.65	$2,428.25

Grand Total $4,393.95(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Electronic Engineering
Connections you can count on.™

Electronic Engineering
1106 E 19th Street
Columbus, NE 68601
Phone:
Toll Free:

QUOTE

853005584

Prepared For: Columbus Fire Department
Ryan Gray
4630 Howard Blvd
Columbus, NE 68601
Ryan Gray
402-564-8127

ryan.gray@columbusne.us

Your Account Representative

Name: Kathie Hansel
Phone: 402-564-8497
Fax: 402-564-1421
Cell: 402-681-0191

Quantity	Product/Service Name	Unit Price	UOM	Extended
2	Programming - Inside - Flat Rate Program two (2) VRX1000 vehicle repeaters.	36.00	EA	$72.00
2	2 Way Radios-Inst/Rmvl-O/S-Flat Rate Install two (2) VRX1000 vehicle repeaters into fire vehicles. State contract Pricing	350.00	EA	$700.00
2	Programming - Inside - Flat Rate Reprogram two (2) VRX1000 vehicle repeaters once the new 800 MHz site is finished with the State talkgroups.	36.00	EA	$72.00

Remark

Total Quote Tangibles :	$0.00
Total Quote Services :	$844.00
Total Quote Charges :	$0.00
Total Quote Discount :	$0.00
Tax:	$0.00
Total Quote :	$844.00

Prices quoted are F.O.B. factory. Quotation good for 30 days.
Delivery: Receipt of goods are determined by manufacturer lead time.

Quotation Prepared By:	**Accepted By:**
Name: _____	Name: _____
Date: 10/16/2024	Date: _____

18.D. Authorization of fire engine repairs and reallocation of general operating funds up to $25,000.

Columbus Fire Department
Memorandum
For Record

DATE: 2 December 2024

TO: Tara Vasicek, City Administrator

FROM: Ryan Gray, Fire Chief

RE: Needed Repairs for Fire Engine

RECOMMENDATIONS:

Approve the fire department to reallocate $25,000 from our personal protective equipment (PPE) line, and approve the department to spend up to $25,000 to make the necessary repairs.

DISCUSSION:

The fire department is experiencing some significant issues with our aging fire engine which is the primary fire suppression apparatus assigned to Station 2 (CLS). This truck is a 2003 model and its age is starting to show. Up until recently, we believed that we were in a good position with this apparatus when it came to maintenance however, we have had some significant issues come up recently. I will outline below the issues, options, and recommendations complete with cost estimates for repair.

- ***Radiator***
- The radiator is leaking from a seam.
    - Option 1
        - The radiator may be able to be repaired however, this is dependent on whether or not there is corrosion present in the unit. With this apparatus being 21 years old, we should assume that there will be corrosion present and that a repair will not be sufficient. We hope that this is not the case, but we have to be prepared for this instance.
    - Option 2
        - Replace the radiator. Although not our first choice, this could be required.
    - Pricing
        - Option 1-$6,450
        - Option 2-$16,596
    - Recommendation
        - Option 1. *It should be noted that the cost of pulling the radiator is $4,250 whether it is repaired or replaced. This could be a temporary repair which would mean we would have to replace it down the road and have to pay that again.*

- ***Dash Cluster***
- The dash cluster which contains the oil pressure gauge, coolant temperature gauge, RPM gauge, MPH gauge, and message center is dead. There is no power to the unit, therefore leaving the contained information not able to be seen.
    - Recommendation
        - We are proposing that this issue be diagnosed by the Pierce dealer out of Omaha. Because the information on the dash is not able to be seen, we do not believe it is safe to drive to Omaha for diagnosis, therefore requiring a field technician to come to Columbus to diagnose the unit.
    - Pricing
        - Diagnostics will cost $1,892.
        - Repair costs are unknown at this time, we will have this information after diagnostics.

- ***Discharge valves***
- Almost all of the discharge valves are leaking causing the hoses to fill with water and leak when the hose is stored in the hose bed.
    - Option 1
        - Replace all discharge valves.
    - Pricing
        - Option 1-$21,878
    - Recommendation
        - At this time, I am recommending that we delay these repairs until FY25/26 CIP.

- ***Water governor***
- The water governor system is not working correctly causing discharge pressures to spike when the pump is being supplied by a positive water source (hydrant). There are two common issues that the Pierce dealer is aware of. We will not know which it is until they diagnose it.
    - Option 1
        - Pressure transducer and cable replacement
    - Option 2
        - New controller
    - Pricing
        - Option 1-$2,499.11
        - Option 2-$3,425.37

Due to the age of this unit, the fire department plans on bringing options forward for replacement next fiscal year. The plan would be to replace this unit with a new engine, move the 2003 to a reserve status after completing any necessary repairs at that time, and sell the department's 1989 Mack, which we currently have as the City's only reserve fire engine.

FISCAL IMPACT:

We are requesting that council approve the fire department to spend up to $25,000 to make the necessary repairs.

We do not have the room in our fire apparatus maintenance line to cover these costs. At this point, I am requesting to reallocate $25,000 from our PPE line to cover these expenses, understanding that this is based on our current projections. If something comes up in the future and we need more than the $20,000 remaining in the PPE line, we will bring that forward to the council for your consideration.

ALTERNATIVES:

No known alternatives at this time outside of replacement.

SIGNATURES:

Ryan Gray, Fire Chief

Heather Lindsley, Finance Director

Tara Vasicek, City Administrator

FREIGHTLINER

TRUCK CENTER COMPANIES

2357 E 29th Ave ■ Columbus, Ne 68601 ■ 402-564-7060

ESTIMATE OF REPAIR COST

CUSTOMER: CITY OF COLUMBUS- FIRE DEPARTMENT	DATE: 11/05/2024
CUSTOMER PHONE: 402-564-8127	YEAR: 2003
CUSTOMER EMAIL: derek.salak@columbusne.us	MAKE: PIERCE
TRUCK#: ENGINE #2	MODEL: ENFORCER

OPERATIONS	PARTS	LABOR
REMOVE AND REINSTALL RADIATOR FOR REPAIRS		$4,250.00
SUBLET FOR RADIATOR REPAIR	$900.00	
MISC PARTS AS NEEDED	$1,000.00	
SHOP SUPPLIES		$300.00

The above is an estimate, based on our inspection, and does not cover additional parts or labor which may be required after the work has been opened up. Occasionally, after work has started, worn, broken, or damaged parts are discovered which are not evident on first inspection. Quotations on parts and labor are current and subject to change.

TOTALS	$1,900.00	$4,550.00
TAX		
MISC.		
GRAND TOTAL	**$6,450.00**	

ESTIMATE MADE BY: COURTNEY GIRARDIN

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above specified repairs to the equipment described herein.

SIGNED _____ DATE: _____

FREIGHTLINER

TRUCK CENTER COMPANIES

2357 E 29th Ave ■ Columbus, Ne 68601 ■ 402-564-7060

ESTIMATE OF REPAIR COST

CUSTOMER: CITY OF COL- FIRE DEPARTMENT	DATE: 11/07/2024
CUSTOMER PHONE: 402-564-8127	YEAR: 2003
CUSTOMER EMAIL: derek.salak@columbusne.us	MAKE: PIERCE
TRUCK#: ENGINE #2	MODEL: ENFORCER

OPERATIONS	PARTS	LABOR
REMOVE AND REPLACE RADIATOR AND UPPER AND LOWER		$4,250.00
COOLANT PIPES AND HOSES		
RADIATOR	$6,820.00	
LOWER COOLANT TUBE	$2,900.00	
UPPER COOLANT TUBE	$696.00	
HOSES	$230.00	
MISC PARTS AS NEEDED	$500.00	
CRATE BUILDING FOR RADIATOR & PIPES AND SHIPPING CHARGE	$900.00	
PER MACQUEEN FROM MANUFACTURER. PIPES HAVE TO BE BUILT		
FROM FACTORY, UP TO 30 BUSINESS DAYS TO SHIP		
SHOP SUPPLIES		$300.00

The above is an estimate, based on our inspection, and does not cover additional parts or labor which may be required after the work has been opened up. Occasionally, after work has started, worn, broken, or damaged parts are discovered which are not evident on first inspection. Quotations on parts and labor are current and subject to change.

TOTALS	$12,046.00	$4,550.00
TAX	$0.00	
MISC.		
GRAND TOTAL	**$16,596.00**	

ESTIMATE MADE BY: COURTNEY GIRARDIN

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above specified repairs to the equipment described herein.

SIGNED _____ **DATE:** _____

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/05/2024	17:17:51 (O)	1
Account No	Phone No	Est No 01
COLUM007	4025648129	000214
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

ESTIMATE EXPIRY DATE: 12/05/2024

SERVICE ESTIMATE - NOT AN INVOICE

THIS QUOTE IS FOR US TO TRAVEL OUT AND BACK AFTER A DAY OF DIAGNOSIS OF THE DASH INSTRUMENT CLUSTER ISSUES TO GET A BETTER IDEA ON WHAT ALL PARTS WOULD BE NEEDED FOR THIS REPAIR. THERE ARE TO MANY VARIBALES OF PARTS NEEDED TO LIST OUT UNTIL A FURTHER DIAGNOSIS IS COMPLETED. THEN THE REPAIRS WOULD BE QUOTED OUT FOR THE REPAIRS. WITH THE PUMP PANEL GAUGES FR THE OIL PRESSURE AND ENGINE TEMP ALSO STICKING THIS COULD BE TIED INTO THE SAME ISSUE AS THE DASH INSTRUMENT CLUSTER AND WILL CONFIRM THIS IN THE ORIGINAL DIAGNOSTICS BUT WILL QUOTE THAT OUT AS NEEDED FOR REPAIRS.
****

********* Segment 01 *********

Stock #: C002663 PIERCE PUMPER MS #: 14582
Make: PI Model: ENFORCER
Is to have the following work done

DIAGNOSTICS ON THE DASH INSTRUMENT CLUSTER ISSUE
CORRECTION:
This segment is for the diagnostics of the dash instrument cluster that is having multiple issues with gauge and LCD display operations to determine the needed items for repair.
ADDITIONAL DESCRIPTION:
PER THE FIRE DEPARTMENT THE INSTRUMENT CLUSTER IS DEAD. THE FOLLOWING GAUGES WORK FOR THE VOLTAGE GAUGE, PRIMARY AND SECONDARY AIR GUAGE BUT THE REST DO NOT. OIL PRESSURE GAUGE IS PEGGED OUT TO MAX ONCE BATTERY SWITCH IS TURNED ON AND THE LCD MESSAGE DISPLAY IN THE INSTRUMENT PANEL IS ALSO DEAD.

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE FEE		
	SERVICE VEHICLE		

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/05/2024	17:17:51 (O)	2
Account No	Phone No	Est No 01
COLUM007	4025648129	000214
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

ESTIMATE EXPIRY DATE: 12/05/2024

SERVICE ESTIMATE - NOT AN INVOICE

Labor:	1185.80
Miscellaneous:	198.57
Subtotal:	1384.37

Authorization: _____

********* Segment 02 *********

TRAVEL LABOR OUT FROM OMAHA SHOP AND BACK
CORRECTION:
THIS SEGEMENT IS FOR TRAVEL LABOR OUT FROM THE OMAHA SHOP TO THE COLUMBUS FIRE STATION TO DO THE DIAGNOSTICS AND ANY REPAIRS THAT CAN BE DONE ON THIS ORIGINAL TRIP. WILL CONSIST OF 1 ROUND TRIP.

Labor:	508.20
Subtotal:	508.20

Authorization: _____

Labor:	1694.00
Miscellaneous:	198.57
TOTAL:	1892.57

VisitUsOnline
www.macqueengroup.com

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/05/2024	17:19:30 (O)	1
Account No	Phone No	Est No 01
COLUM007	4025648129	000215
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/05/2024

SERVICE ESTIMATE - NOT AN INVOICE

EACH SEGEMENT IS INDEPENDENT FROM THE OTHER SEGMENTS AS OPTIONS ON WHAT IS SELECTED OR DIRERCTION FOR THE REPAIRS. SEGMENT 1 IS FOR REPLACING ALL VALVE BODYIES WITH NEW VALVE BODIES. SEGMENT 2 IS FOR REPAIRING THE VALLVE BODIES WITH FIELD BAL AND SEAL VALVE KITS. SEGMENT 3 IS FOR DOING THE DRAIN VALVES WITH NEW VALVE DRAINS. SEGEMENT 4 IS FOR TRAVEL LABOR AND A NIGHTS HOTEL STAY TO COMPLETE REPAIRS.THIS GIVES YOU AN IDEA OF COSTS FOR THE DIRECTION FOR THE REPAIRS.

****

THERE ARE NO VALVE REPAIRS FIGURED FOR THE FOAM SYSTEM VALVES AND ANYTHING ON THE PRIMING SYSTEM.

********* Segment 01 *********

Stock #: C002663 PIERCE PUMPER MS #: 14582
Make: PI Model: ENFORCER
Is to have the following work done

REPLACEMENT WATER VALVES ON PUMP PLUMBING SYSTEM
ADDITIONAL DESCRIPTION:
THIS SEGMENT COVERS REPLACING ALL THE PUMP PLUMBING SYSTEM VALVES WITH NEW VALVE BODIES. THIS COVERS ON Y THE INTAKE AND DISCHARGE VALVES. NO DRAIN VALVES OR MASTER INTAKE VALVES ARE INCLUDED. THOSE WILL BE A SEPERATE SEGMENT.

Part#	Description	Qty	Price	Amount
88250012	2.5" VALVE BODY	8	271.61	2172.88
88200003	2" VALVE BODY	3	221.71	665.13
88400429	VALVE 4" BTRFLY	1	1543.50	1543.50
88300009	3" VALVE BODY	1	450.96	450.96
88150020	1.5" VALVE BODY	1	260.20	260.20

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/05/2024	17:19:30 (O)	2
Account No	Phone No	Est No 01
COLUM007	4025648129	000215
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/05/2024

SERVICE ESTIMATE - NOT AN INVOICE

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE FEE		
	SERVICE VEHICLE		

Parts:	5092.67
Labor:	3811.50
Miscellaneous:	321.84
Subtotal:	9226.01

Authorization: _____

********* Segment 02 *********

VALVE KITS FOR ALL WATER VALVES ON PUMP PLUMBING SYSTEM
ADDITIONAL DESCRIPTION:
THIS SEGMENT COVERS REPLACING ALL THE PUMP PLUMBING SYSTEM VALVES WITH FEILD REPAIR VALVE KITS. THIS COVERS ONLY THE INTAKE AND DISCHARGE VALVES. NO DRAIN VALVES OR MASTER INTAKE VALVES ARE INCLUDED. THOSE WILL BE A SEPERATE SEGMENT.

Part#	Description	Qty	Price	Amount
99-2224	2.5" VALVE KIT	8	167.50	1340.00
99-2223	2" VALVE KIT W/	3	168.75	506.25
9166	4" VALVE KIT	1	178.46	178.46
99-2225	3&3.5" VALVE KI	1	249.44	249.44
99-2222	1.5" VALVE KIT	1	142.00	142.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE FEE		
	SERVICE VEHICLE		

Parts:	2416.15
Labor:	4743.20
Miscellaneous:	321.84

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/05/2024	17:19:30 (O)	3
Account No	Phone No	Est No 01
COLUM007	4025648129	000215
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/05/2024

SERVICE ESTIMATE - NOT AN INVOICE

Authorization: _____ Subtotal: 7481.19

********* Segment 03 *********

REPLACEMENT DRAIN VALVES FOR PUMP PLUMBING SYSTEM
ADDITIONAL DESCRIPTION:
THIS SEGMENT REPLACES ALL THE DRAIN VALVES ON THE PUMP PLUMBING SYSTEM IF NEEDED TO DO THEM ALL JUST AS AN OVERAL REVIEW.

Part#	Description	Qty	Price	Amount
1948202	VALVE,BALL,.75,	8	48.27	386.16
51-3750	VALVE DRAIN .75	3	55.88	167.64
51-2678	VALVE RELIEF EL	1	1000.00	1000.00
9064-3	VALVE MASTER DR	1	504.08	504.08

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE FEE		
	SERVICE VEHICLE		

Parts:	2057.88
Labor:	2371.60
Miscellaneous:	321.84
Subtotal:	4751.32

Authorization: _____

********* Segment 04 *********

TRAVEL LABOR / HOTEL STAY FEES IF NEEDED
ADDITIONAL DESCRIPTION:
THIS SEGMENT COVERS THE TRAVEL OUT FROM THE OMAHA SHOP TO THE COLUMBUS FIRE STATION. IT IS FIGURED FOR 1 ROUND TRIP AND THE VALVE REPAIRS ARE A COUPLE OF DAY REPAIRS SO THERE IS THE ADDED COSTS OF 1 NIGHTS HOTEL STAY. IF IT IS CHEAPER TO DRIVE BACK AND FORTH WILL DO THE LESS AMOUNT. ADD THIS

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/05/2024	17:19:30 (O)	4
Account No	Phone No	Est No 01
COLUM007	4025648129	000215
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/05/2024

SERVICE ESTIMATE - NOT AN INVOICE

TO THE SEGMENT ABOVE THAT IS SELECTED FOR REPAIRS.

MISCELLANEOUS CHARGES: Description	Price	Amount
HOTEL FEES		

Labor:	195.00
Miscellaneous:	225.00
Subtotal:	420.00

Authorization: _____

********* Segment 05 *********

SEGEMNT TOTALS - ALL SEGMENTS TOGETHER / NOT APPLICABLE

Authorization: _____

Subtotal:	.00
Parts:	9566.70
Labor:	11121.30
Miscellaneous:	1190.52
TOTAL:	21878.52

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/08/2024	7:30:33 (O)	1
Account No	Phone No	Est No 01
COLUM007	4025648129	000218
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/07/2024

SERVICE ESTIMATE - NOT AN INVOICE

THIS QUOTE COVERS THE POSSIBLE ISSUES THAT WE HAVE SEEN BEFORE WITH THE CLASS 1 CAPTAINS PRESSURE GOVERNOR CONTROL. SEGEMENT 1 COVERS THE MORE POSSIBLE CAUSES OF THIS ISSUE WITH THE PRESSURE TRANSDUCER AND WIRING HARNESS. SEGMENT 2 COVERS IF THE PRESSURE GOVERNOR ITSELF IS THE ISSUE.
****

********* Segment 01 *********

Stock #: C002663 PIERCE PUMPER MS #: 14582
Make: PI Model: ENFORCER
Is to have the following work done

PRESSURE GOVERNOR PRESSURE SET ISSUE
CORRECTION:
THIS CAN BE A MULTIPLE CAUSE OF ITEMS ON THIS UNIT WITH THE PRESSURE TRANSDUCER, THE PRESSURE TRANSDUCER WIRING HARNESS AND ALSO SOME PROGRAMMING ISSUES. THIS QUOTE WILL COVER THESE 3 ITEMS IN THAT ASPECT TO CONFIRM WHAT IS ALL NEEDED ABOVE THESE ITEMS POSSIBLY.
ADDITIONAL DESCRIPTION:
PER THE CUSTOMER THE CLASS 1 CAPTAIN PRESSURE GOVERNOR IS ADJUSTING AUTOMATICALLY TO THE INCOMING HYDRANT PRESSURE AND NEEDS TO SEE WHAT THE REPAIRS ARE NEEDED FOR THIS TO OPERATE NORMAL AGAIN.

Part#	Description	Qty	Price	Amount
1482861	TRANSDUCER KIT,	1	332.18	332.18
1482857	CABLE TRANSDUC	1	1309.75	1309.75
FRT	FREIGHT	1	125.00	125.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE FEE		
	SERVICE VEHICLE		

VisitUsOnline
www.macqueengroup.com

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/08/2024	7:30:33 (O)	2
Account No	Phone No	Est No 01
COLUM007	4025648129	000218
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/07/2024

SERVICE ESTIMATE - NOT AN INVOICE

Parts:	1766.93
Labor:	592.90
Miscellaneous:	139.28
Subtotal:	2499.11

Authorization: _____

********* Segment 02 *********

REPLACE THE CLASS 1 CAPTAINS PRESSURE GOVERNOR CONTROL
CORRECTION:
THIS SEGEMENT IS ONLY FIGURED IF THIS IS THE UNIT THAT NEEDS REPAIRED ON THE PRESSURE GOVERNOR ISSUE AND NOT THE PTRSSUTR TRANSDUCER AND WIRING HARNESS. THIS GIVES AN IDEA OF THE POSSIBLE COSTS FOR THIS PRESSURE GOVERNOR BEFORE DIAGNOSTICS ARE DONE.
ADDITIONAL DESCRIPTION:
THIS SEGMENT COVERS IF THE PRESSURE GOVERNOR CONTROL ITSELF IS BAD AND NEEDS REPLACED. THIS COVERS DIAGNOSTICS SFOR THIS AND REPLACMENT ALONG WITH PROGRAMMING THE CONTROL UNIT.

Part#	Description	Qty	Price	Amount
63-1949	GOVERNOR PRESS	1	2406.85	2406.85
FRT	FREIGHT	1	100.00	100.00

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE FEE		
	SERVICE VEHICLE		

Parts:	2506.85
Labor:	762.30
Miscellaneous:	156.22
Subtotal:	3425.37

Authorization: _____

MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: COLUMBUS FIRE JOB #14582

Branch		
18 - OMAHA, NE		
Date	Time	Page
11/08/2024	7:30:33 (O)	3
Account No	Phone No	Est No 01
COLUM007	4025648129	000218
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	413	

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Attention: Dean Hefti

ESTIMATE EXPIRY DATE: 12/07/2024

SERVICE ESTIMATE - NOT AN INVOICE

********* Segment 03 *********

TRAVEL LABOR
ADDITIONAL DESCRIPTION:
THIS SEGMENT COVERS TRAVEL LABOR FROM THE OMAHA SHOP TO THE COLUMBUS FIRE STATION AND BACK TO THE OMAHA SHOP, 1 ROUND TRIP. IF DOING OTHER REPAIRS WHILE THERE THE TRAVEL WILL BE REFLECTED TO SHOW JUST THE ROUND TRIPS MADE. IF NEEDING MULTIPLE DAYS THEN HOTEL FEES WOULD BE ADDED FOR EACH NIGHTS STAY AS APPLICABLE. IF TRUCK WAS TO COME TO OMAHA FOR MULTIPLE REPAIRS THE LABOR RATE WOULD BE REDUCED TO SHOP RATE AND TRAVEL / HOTEL FEES WOULD NOT BE NEEDED.

Labor:	195.00
Subtotal:	195.00

Authorization: _____

********* Segment 04 *********

SEGMENT BREAKOUT TOTALS
ADDITIONAL DESCRIPTION:
****
BELOW IS THE SEGMENT TOTALS AND CAN BE IGNORED IF USING A SEGMENT INDIVIDUALLY.

Authorization: _____

Subtotal:	.00
Parts:	4273.78
Labor:	1550.20
Miscellaneous:	295.50
TOTAL:	6119.48

18.E. Plans, specifications, estimate of cost in the amount of $2,950,000, and authorization to advertise for bids for Concrete Paving Improvements 2025 and 11th Street Sidewalk Improvements CDBG 23-DTR-003 (plans and specifications on file in the engineering department). CIP #20-71, 75, 23-46, and 24-05.

The City of Columbus

M E M O R A N D U M

DATE: November 25, 2024

FROM : Richard J. Bogus, City Engineer

TO: Tara Vasicek, City Administrator

RE: Concrete Paving Improvements 2025

RECOMMENDATION:

I recommend approval of the plans, specifications and Engineer's Estimate of Cost in the amount of $2,950,000 for Concrete Paving Improvements 2025 and 11th Street Sidewalk Improvements CDBG 23-DTR-003 and to authorize staff to advertise for bids.

DISCUSSION:

The concrete work corresponds to the approved 2025 Pavement Management Program Priority List, Community Development Block Grant (CDBG) 23-DTR-003, Discretionary Capital Improvement Project Master Trail 8th Street, American's with Disability Act Transition Plan, and Annual Pavement Evaluation Plan to fulfill the budgeted amount. See attached for locations.

Base Bid Project A: 6th Street and both 17th and 18th Avenues - pedestrian nodes
Construction timeline coordinates with school summer break
Base Bid Project B: 19th Street from 42nd Avenue - paving and storm sewer
Construction timeline coordinates with school summer break
Base Bid Project C: 25th St. from 35th Ave, west 1,050 feet and 35th Ave from 24th to 25th Sts.
Paving and storm sewer
Base Bid Project D: Cottonwood and Robin Drive – paving
Base Bid Project E: 32nd Street from 33rd Avenue to 30th Avenue – paving and storm sewer
Base Bid Project F: 8th Street Trail from 26th to 33rd Aves and 26th Avenue from 6th to 8th Sts.
Tree replacement program for those removed
8-foot wide concrete trail
Base Bid Project G: South side of 11th Street from 23rd to 24th Avenues – sidewalk and parking
Additional Project No. 1: 28th Street from 48th to 46th Avenues, paving and storm sewer
To be awarded if within the budgeted amounts.

FISCAL IMPACT:

Combined amounts of 2024-2025 Budget CIP 20-071 in the amount of $2,000,000; CIP 23-046 in the amount of $500,000; CIP 24-005 in the amount of $400,000; and a portion of CIP 20-075 in the amount of $60,000.

Design and observation by the Engineering Department results in savings of engineering consultant fees in the amount of $300,000 to $400,000.

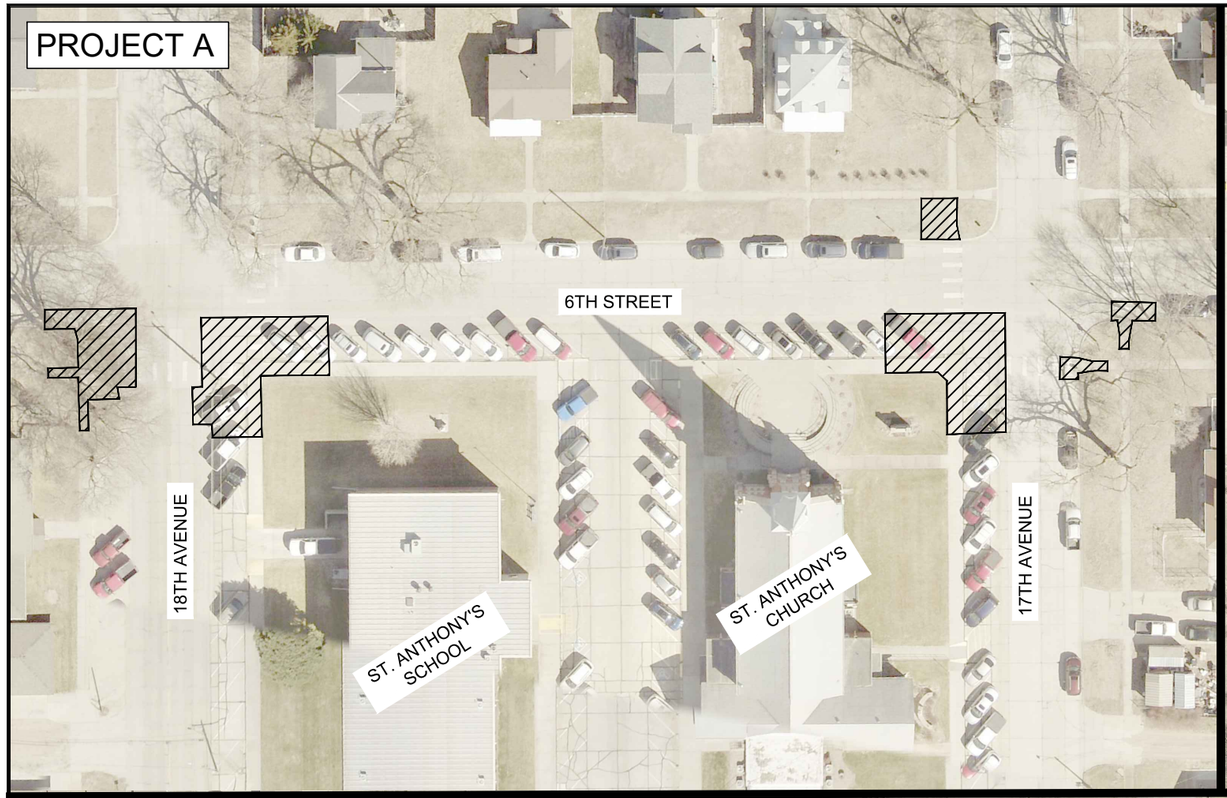
ALTERNATIVE:

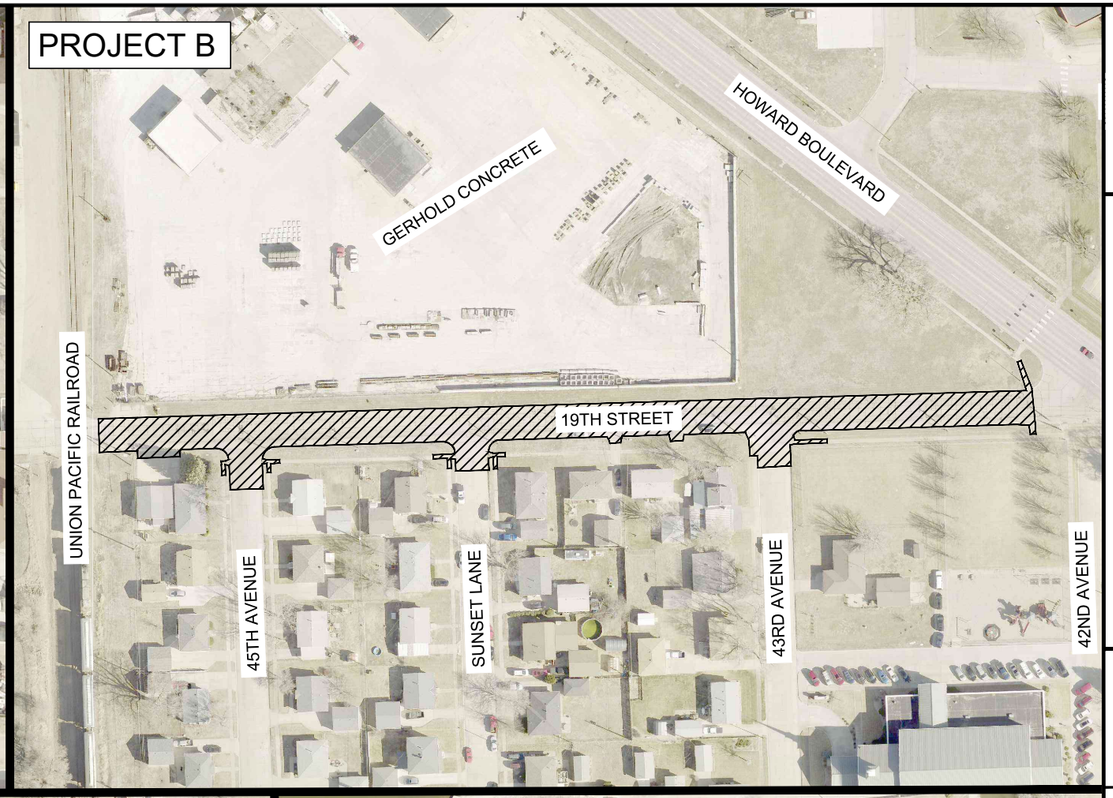
Do not approve.

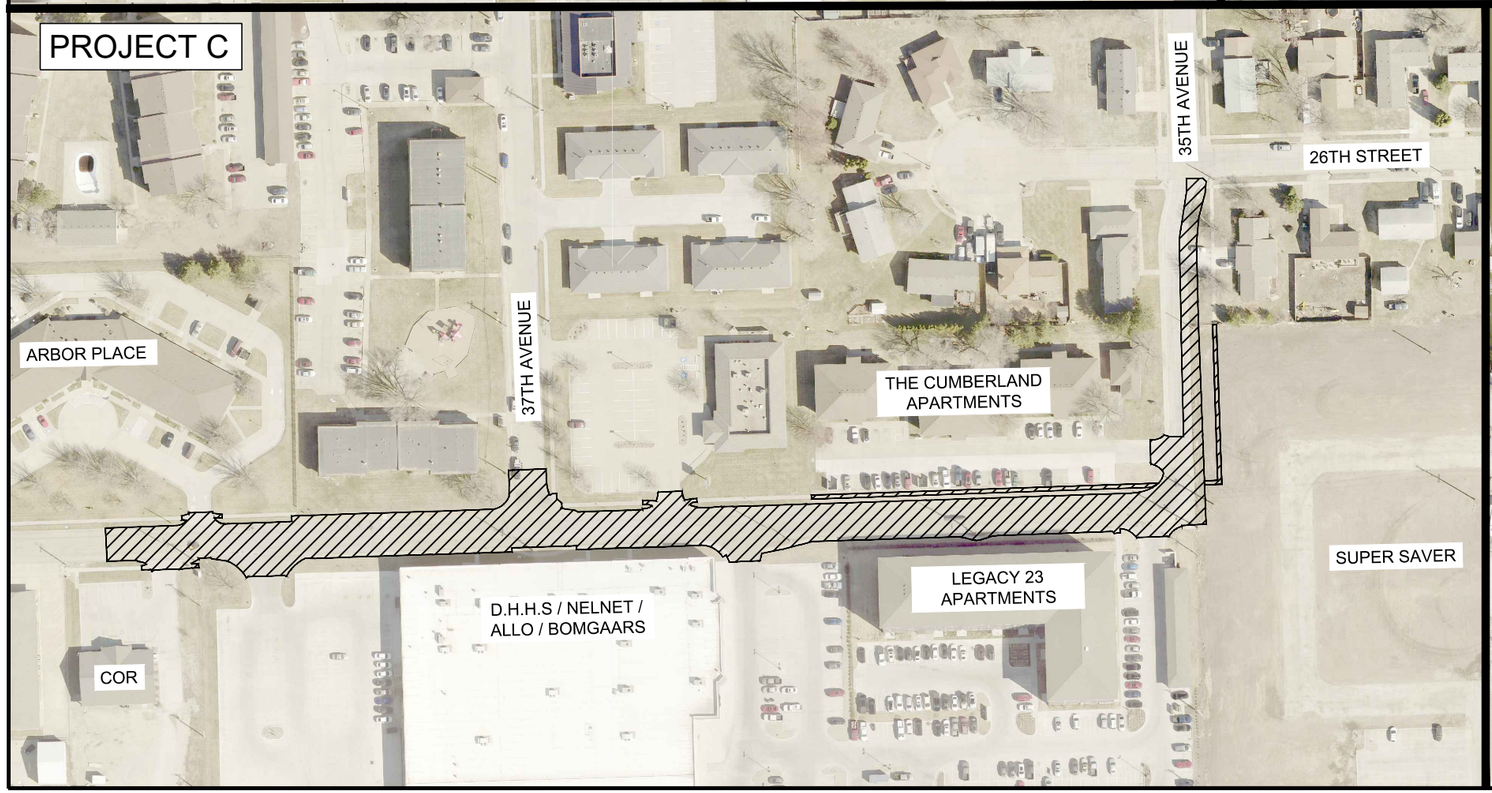
SIGNATURE:

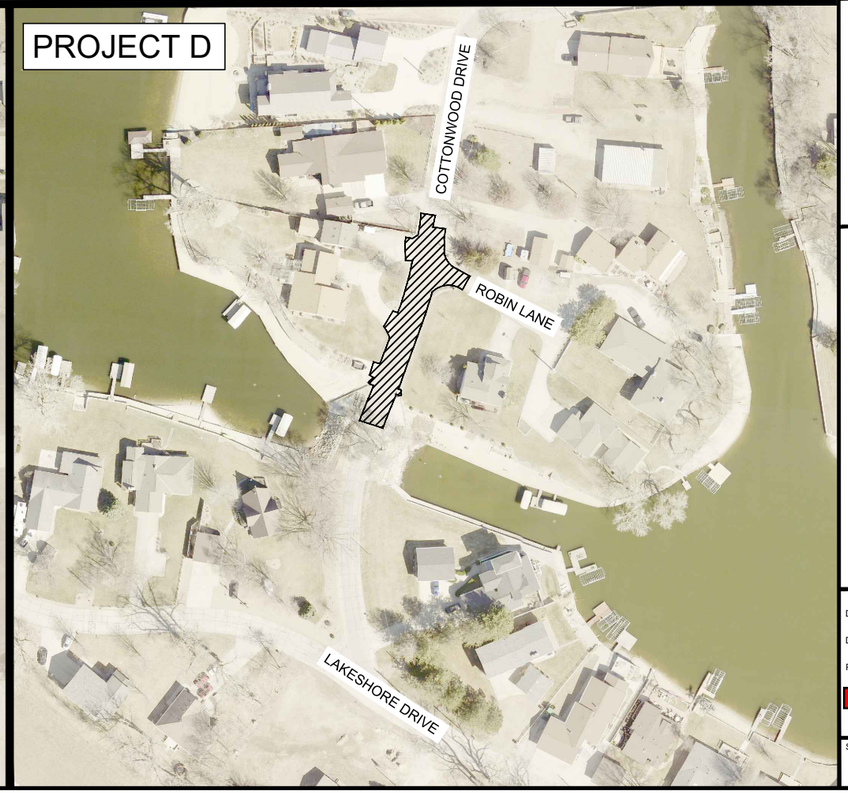
By: Richard J. Bogus

Approved By:









2500 14TH STREET
P.O. BOX 1677
COLUMBUS, NE 68602-1677
(402)-562-4309

THE CITY OF
COLUMBUS
NEBRASKA
ENGINEERING DEPARTMENT

NO SCALE

CONCRETE PAVING IMPROVEMENTS 2025
AND 11TH STREET SIDEWALK
IMPROVEMENTS CDBG 23-DTR-003

GENERAL SHEET

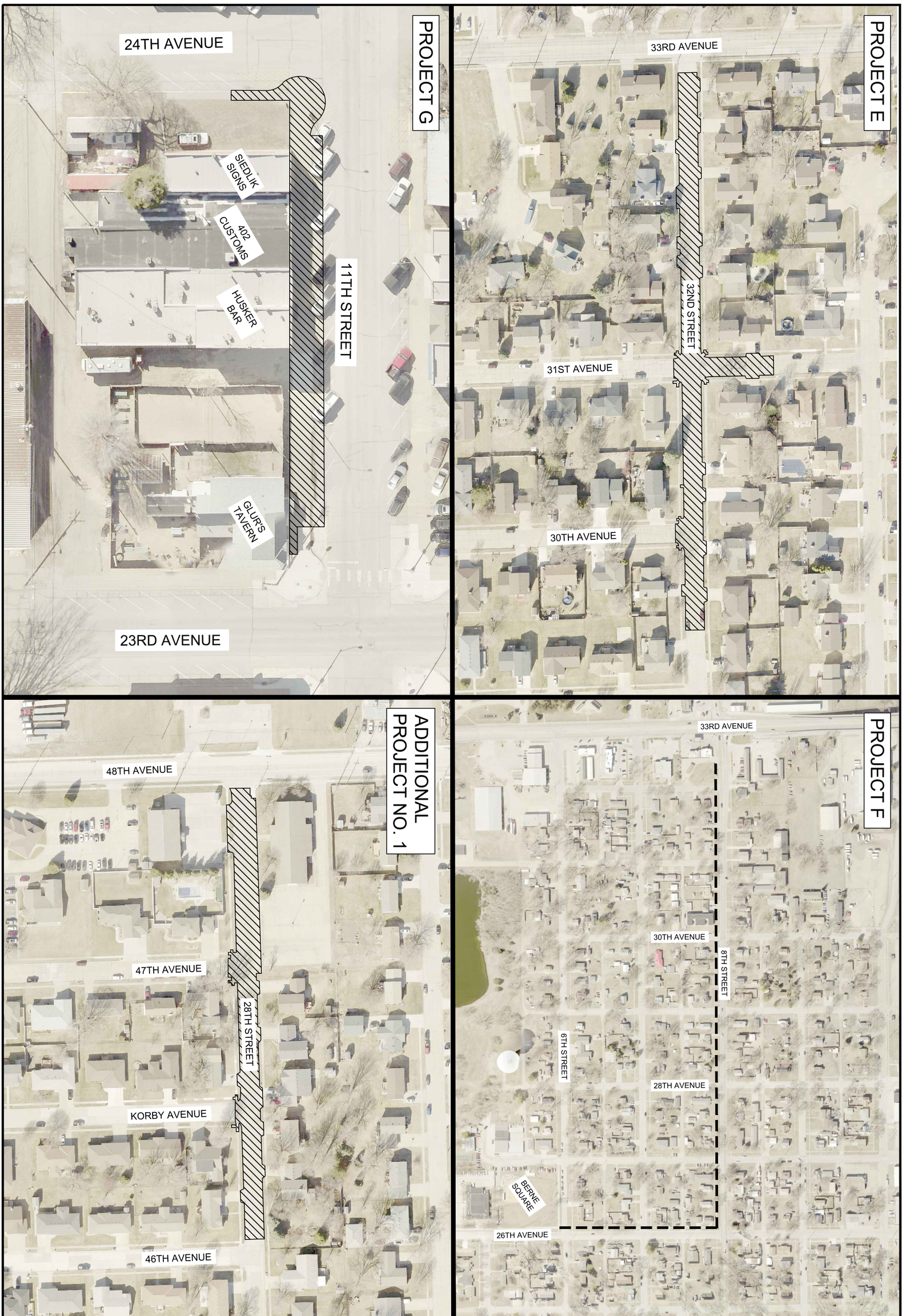
DRN BY BEL/JML
DATE 12/02/2024
PROJ.

Nebraska 811
Know what's below. 811 before you dig.

SHEET G–2

DRAWING LOCATION: I:\A\ PROJECTS\STREET PROJECT\SCONCRETE PAVING IMPROVEMENTS\2025\DRAFTING\18TH STREET 18TH-17TH AVENUES.DWG
LAST SAVED: Tuesday, November 26, 2024 8:51:12 AM
LAST EDITOR: JONLOVELL

DRAWING LOCATION: I:\(A) PROJECTS\STREET PROJECTS\CONCRETE PAVING IMPROVEMENTS\2025\DRAFTING\6TH STREET 18TH-17TH AVENUES.DWG
LAST SAVED: Tuesday, November 26, 2024 8:51:12 AM
LAST EDITOR: JON.LOVELL



SHEET G-3

Nebraska 811 Know what's below. Call before you dig.

PROJ.

DATE 12/02/2024

DRN BY BEL/JML

CONCRETE PAVING IMPROVEMENTS 2025 AND 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003

GENERAL SHEET

NO SCALE

THE CITY OF
COLUMBUS NEBRASKA
ENGINEERING DEPARTMENT

2500 14TH STREET
P.O. BOX 1677
COLUMBUS, NE 68602-1677
(402)-562-4309

18.F. Comments from mayor and city council members.

19. **RESOLUTIONS**

19.A. Resolution No. R24-136 approving employment agreement with City Administrator Tara L. Vasicek.

DRAFT

RESOLUTION NO. R24-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING EMPLOYMENT AGREEMENT WITH TARA L. VASICEK, 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.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the employment agreement with Tara L. Vasicek as city administrator for the City of Columbus, Nebraska, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska, hereinafter referred to as EMPLOYER and Tara L. Vasicek, hereinafter referred to as EMPLOYEE. EMPLOYER and EMPLOYEE hereby stipulate and agree as follows:

WITNESSETH:

WHEREAS, EMPLOYER has employed EMPLOYEE as City Administrator for the city of Columbus, Nebraska, a municipal corporation as provided for under Nebraska law under an employment agreement dated December 2, 2024; and,

WHEREAS, EMPLOYEE has agreed to continue to serve in this capacity for another four year term subject to the terms and conditions stipulated herein; and,

WHEREAS, it is the desire of EMPLOYER to provide certain benefits, establish certain conditions of employment, standards of employment, obligations and responsibilities, and also to set working conditions relative to the continuation of EMPLOYEE in this capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - DUTIES

EMPLOYER hereby agrees to continue the employment of Tara L. Vasicek as City Administrator of said EMPLOYER to perform the functions and duties specified in the city of Columbus job description for the same and Revised Statutes of Nebraska and to perform other legally permissible and proper duties and functions as EMPLOYER shall from time to time assign.

SECTION 2 – TERM

The Mayor of the city of Columbus, Nebraska intends to reappoint EMPLOYEE to the office of City Administrator on December 2, 2024 at the City Council meeting. Assuming approval of this reappointment, by the City Council, at that meeting, the term of this Agreement will be for a period beginning December 2, 2024 and ending with an expiration of the Mayor's term of office (December, 2028), subject to the power of the Mayor and City Council to remove EMPLOYEE and the right of EMPLOYEE to resign at any time subject to the conditions provided herein.

SECTION 3 – TERMINATION AND LUMP SUM PAY

The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate EMPLOYEE for "just cause." Just cause is defined as: (a) a conviction for a felony or any misdemeanor involving moral turpitude, (b) a breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Manual

for the city of Columbus. Termination for just cause shall not require EMPLOYER to request the granting of any release as detailed in this section, however, EMPLOYER may grant such waivers of the terminated for just cause, which shall trigger the obligation of EMPLOYER to pay any sum as detailed in this section.

In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates EMPLOYEE for any or no reason, EMPLOYER shall make payments as specified below.

If EMPLOYEE'S employment is terminated by the EMPLOYER without cause at any time prior to the end of the term identified above, or if EMPLOYEE is not reappointed at the beginning of the next mayoral term, EMPLOYER agrees to pay to EMPLOYEE a lump sum payment as detailed herein.

EMPLOYER agrees to establish the value of claims against EMPLOYER released by EMPLOYEE and the participation in post agreement proceedings. EMPLOYER agrees to provide a lump sum payment to EMPLOYEE to avoid the expense of:

1. Conducting a pre-termination and post-termination grievance hearing which will cost EMPLOYER $10,000.00 or the equivalent of at least one-half month's salary for EMPLOYEE.
2. Conducting a *Loudermill* hearing and a due process hearing which will cost EMPLOYER $30,000 or the equivalent of at least one and one-half month's salary for EMPLOYEE.
3. Defending a discrimination charge brought under the municipal code, state law or federal law which will cost EMPLOYER $30,000 or the equivalent of at least one and one-half month's salary for EMPLOYEE.
4. Defending a breach of contract claim which will cost EMPLOYER $10,000 or at least one-half month's salary for EMPLOYEE.
5. The total lump sum payment provided herein shall provide a minimum severance payment equal to twelve (12) month's salary and retirement benefit at the then current rate for EMPLOYEE. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
6. EMPLOYEE shall be paid, in addition, accrued vacation leave, and other earned benefits as applicable from the EMPLOYER through its Personnel Manual. Payment of said accrued unused sick leave, vacation leave, and personal leave shall not be considered a severance package and Employee shall be entitled to such payment regardless of reason for separation from employment.

EMPLOYEE in accepting this lump sum payment, agrees after termination of employment that she will voluntarily participate in and cooperate with EMPLOYER in defense of EMPLOYER and its elected officials and employees in the prosecution of any actions or proceedings about which EMPLOYEE has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with EMPLOYER attorneys and consultants at mutually convenient times regarding the facts of the

matter and agrees to make himself available for a deposition and, if necessary, trial. EMPLOYER is responsible for the preparation of a release and waiver form to be signed by EMPLOYEE in accord with this section.

The failure of EMPLOYER to renew any employment agreement containing language similar or identical to this Agreement shall be treated as a termination for any or no reason and will trigger the lump sum payment specified above.

In the event EMPLOYEE elects to voluntarily resign or retire from this position before the expiration of the aforesaid term of employment, EMPLOYEE agrees to provide two months advance written notice, unless the parties agree otherwise, and no lump sum payment shall be paid.

SECTION 4 – SALARY

EMPLOYER agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of Two Hundred Thirty Three Thousand, Six Hundred Four dollars ($233,604.00) subject to increases with the provisions of the "pay ordinance" passed by the City Council annually as part of the city budget process and subject to increases thereafter annually as approved by the City Council at the same rate or higher than other city employees in the general pay plan group and payable in installments at the same time as other city employees are paid.

SECTION 5 – PERFORMANCE APPRAISAL

EMPLOYER shall review and evaluate the performance of EMPLOYEE at least once annually in advance of the adoption of the annual operating budget. Said review shall be in accord with usual city appraisal processes and shall be completed not later than June 30 of each year beginning in 2025 to facilitate inclusion in the annual city budget. The evaluation will be conducted by the Mayor who will ask for Council to designate a member to assist him in the process and will provide EMPLOYEE with a summary written statement of the evaluation and provide an opportunity for EMPLOYEE to discuss the evaluation with the City Council.

SECTION 6 – AUTOMOBILE

Duties of EMPLOYEE require travel within in the county limits and EMPLOYEE will receive an automobile allowance of Six Hundred and Fifty dollars ($650.00) monthly for the term of this agreement. All city related travel outside the county limits using EMPLOYEE personal vehicle will be reimbursed at the current city rate per mile and calculations of mileage based on the distance from and returning to Columbus.

SECTION 7 – VACATION AND SICK LEAVE

EMPLOYEE shall accrue, and have credited to the employee account; paid vacation leave at the rate of four weeks per year through fiscal year 2027-2028. EMPLOYEE may carry up to two years accrual. Any vacation accrual over this 8-week maximum will be paid with each paycheck it accrues. All vacation hours accumulated shall be paid at termination, resignation or retirement. Sick leave, during the term of this contract, will accrue at the same rate as the General

Employee group. EMPLOYEE will be paid 50% of the accumulated sick leave hours at termination, retirement or resignation. All other leaves granted to the General Employee group as detailed in the City of Columbus Personnel Manual (Administrative Leave, Jury Duty/Witness Leave, Election Leave, Compassionate Leave, and Holiday Leave) will be provided to EMPLOYEE.

SECTION 8- DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE

EMPLOYEE will receive all insurance provided by the EMPLOYER, including, but not limited to: disability, health, life, dental and vision insurance benefits as are available to the General Employee group with full payment of premium by EMPLOYER whether single or family coverage is selected by EMPLOYEE.

SECTION 9 – RETIREMENT

EMPLOYER will contribute an amount equal to eight percent (8%) of EMPLOYEE salary into the city deferred compensation plan for fiscal year 2024-2025, 2025-2026, 2026-2027 and 2027-2028.

SECTION 10 – DUES AND SUBSCRIPTIONS

EMPLOYER agrees to pay for professional dues and subscriptions of EMPLOYEE necessary for approved participation in national, regional, state and local associations and organizations, provided said expenses have been previously included in the budget. EMPLOYER recognizes the desirability of representation in and before local civic and other organizations and EMPLOYEE is authorized to become a member of one (1) such civic club or organization, for which EMPLOYER will pay all expenses. EMPLOYER further recognizes the importance of EMPLOYEE promoting Columbus by participating in such associations and organizations and encourages the same and recommends efforts be undertaken to obtain a regional or state conference for the city.

SECTION 11 – PROFESSIONAL DEVELOPMENT

EMPLOYER hereby agrees to pay all pre-budgeted travel and related expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and other functions of and for EMPLOYER, including but not limited to the Annual Conference of the International City Management Association, League of Nebraska Municipalities and such other national, regional, state and local government groups and committees thereof which EMPLOYEE serves as a member.

EMPLOYER agrees to pay for all pre-budgeted travel and related expenses of EMPLOYEE for courses, institutes and seminars necessary for professional development and for the good of EMPLOYER.

SECTION 12 – INDEMNIFICATION

EMPLOYER will defend, save harmless and indemnify EMPLOYEE against any claim or demand or other legal action, whether groundless or otherwise, arising out of any act or omission incurred in the performance of EMPLOYEE'S duties as City Administrator. (This indemnification by EMPLOYER will not include any intentional criminal acts or torts committed by EMPLOYEE for which EMPLOYER would not have insurance coverage.)

SECTION 13- BONDING

EMPLOYER will bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

EMPLOYER shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, city ordinances or any other law. All provisions of the Columbus City Code, city ordinances, resolutions regulations and rules of the EMPLOYER relating to holidays, and other benefits and working conditions as they now exist or hereafter may be amended also shall apply to EMPLOYEE as they would to other employees of the EMPLOYER, in addition to said benefits enumerated specifically for the benefit of the EMPLOYEE except herein as provided.

SECTION 15 – GENERAL PROVISIONS

1. The text found on these six (6) pages shall constitute the entire Agreement between the parties and shall supersede any and all prior oral and/or written agreements with respect thereto. No oral modifications shall be binding on either party.

2. This Agreement shall be binding upon and inure to the benefits of the heirs, devisees and Personal Representatives of the EMPLOYEE.

3. This Agreement shall become effective commencing December 2, 2024.

4. EMPLOYER will provide EMPLOYEE with a cellular phone with internet access and scheduling for city business; personal use is permitted. Upon any termination or cessation of employment of EMPLOYEE such cellular phone will be turned in to EMPLOYER. The phone number shall remain the EMPLOYEE'S.

5. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unforeseeable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect. Whenever two or more interpretations of the provision(s) or wording of this Agreement shall be possible, the interpretation or construction shall

lead to the enforcement and validity of any provision shall be favored and deemed to be the intended interpretation of the parties.

6. The failure of either party to note any violation of this Agreement shall not constitute a waiver of any breach or any provision or subsequent breach of that or any other provision of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this Agreement, the parties submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the parties.

IN WITNESS THEREOF, the City of Columbus has caused this Agreement to be signed and executed in its behalf by the Mayor and duly attested by the City Clerk and EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF COLUMBUS, NEBRASKA

_____
JAMES BULKLEY, Mayor of the City of Columbus, Nebraska

ATTEST:

_____
TARA L. VASICEK, Employee
CITY ADMINISTRATOR

_____
SHURAYA CHOAT
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

19.B. Resolution No. R24-137 amending Personnel Manual with regard to language pay, accrual of vacation, sick leave pay, holiday leave, written reprimand, and disciplinary action.

DRAFT

RESOLUTION NO. R24-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND VARIOUS SECTIONS THE 2024 CITY OF COLUMBUS PERSONNEL POLICY MANUAL; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Ordinance No. 24-21 passed by the city council on September 3, 2024, adopted the 2024 City of Columbus Personnel Policy Manual; and

WHEREAS, amendments to the manual are desired regarding language pay, accrual of vacation, sick leave pay, holiday leave, written reprimand, and disciplinary action; and

WHEREAS, a copy of the 2024 City of Columbus Personnel Policy Manual containing the desired amendments is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the 2024 City of Columbus Personnel Policy Manual, a copy of which is attached hereto and incorporated herein by this reference, is hereby amended and approved.

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

INTRODUCED BY COUNCIL MEMBER_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Columbus
Human Resources / Risk Management
2500 14th St. Suite 3
Columbus, NE 68601
402-562-4243
www.columbusne.us

DATE: November 26, 2024

TO: Tara Vasicek, City Administrator

FROM: Tammy Orender, Human Resource Director T.O

RE: Employee Personnel Manual Changes

RECOMMENDATION:

Updating all of the tracked changes to our current personnel manual.

DISCUSSION:

The city had a wage and benefit study conducted this year and after careful review we have made some positive changes to a few benefits to remain competitive with other cities. The Fire and Police Unions have both approved the proposed updates, and these changes have been circulated to all city employees for review.

ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the 2024 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 Captains, 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 Captains 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, parents, grandparents or grandchildren. Spouse's children and parents.

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 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 16^{th} 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 15-years of age, and 15,16 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
Language Pay	Employees who are required to occasionally use their language skills as part of their job duties may be eligible for bilingual pay of 2% increase of their hourly base salary. To	All employees	City

qualify, the following conditions must be met:

1. **Language Proficiency Test**: The employer will administer a language proficiency test to assess the employee's skills. Passing the test is required to be eligible for the bilingual pay.
2. **Job Relevance**: Incentive pay will only be awarded if the language skills are directly relevant to the employee's job duties as determined by Department Head.

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
Military Leave	Pay for approved time away up to the allowed hours per USERRA (Uniformed Services Employment and Reemployment Rights Act)	All employees	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 5 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.

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 Captains. All other hours are not considered hours works for the purpose of calculating overtime. For Firefighters and Captains 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 Captains).

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
City Clerk
City Engineer
Communications Director
Chief Building and Code Official
Finance Director/City Treasurer
Fire Chief
Park & Recreation Director
Golf Course Superintendent
Human Resource Director
Library Director
Police Captain
Police Chief
Public Property Director
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 the first payroll has been processed and leave hours have been accrued.

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 after five (5) full years of continuous employment.

3. 160 hours paid vacation after fifteen (15) full years of continuous employment.

4. 168 hours paid vacation after twenty-five (25) 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 40hour 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 Captains shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and Captains 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 will 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 as soon as the hours are accrued. 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:

Years of Service With City	***Annual vacation Accrual***	***Vacation Accrual Per Pay Period***	***Maximum Vacation Allowed In Employee's Vacation Bank***
Day 1-5 years	80 hrs.	3.08 hours per pay period	160 hrs.
After 5 years-15 years	120 hrs.	4.61 hours per pay period	240 hrs.
After 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 Captains 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.

In addition to the retirement payout provided above, the City will also allow Full-time regular employees to accumulate over the one thousand and forty (1,040) hours of sick leave only for the following purpose. Employees may continue to accumulate over the one thousand and forty (1,040) hours each calendar year until the second pay day in January. If any Full-time regular employees have more than the maximum one thousand and forty (1,040) hours at this time, 25% of the sick leave hours exceeding the maximum shall be paid to the employee. Any employee who has accumulated over the maximum for this purpose will have their hours reduced to the maximum at the time of the annual payout. Any sick leave accrual over one thousand and forty (1,040) hours shall not be used for any other purpose.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using sick hours after the first payroll has been processed and the leave hours have been accrued.

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 Captains 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. The Human Resources Director will notify all employees at least one month prior to the new term.

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. 5.21 Accrual of Vacation and Sick Time While Not Working

Employees that are eligible to accrue vacation and sick hours; in order to accrue vacation and sick time, you must have working hours, sick, vacation or comp time hours equal to normal weekly hours for each week during the pay period. If hours work, vacation, sick and comp time hours do not equal the same number of regular hours worked, no paid time off (sick and vacation) will be accrued (excludes Fire and Police).

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 Year's 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
2 Personal Holidays	Two personal days 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. Regular part-time employees are entitled to paid leave in observance of these holidays based on their proration of hours worked. Example: employee hired to work 20 hours/week, will receive 4 hours of holiday benefit if they were normally scheduled to work the day of the week the holiday falls on.

Personal Holiday shall be recorded on time sheet as personal holiday. In addition, a regular employee may take two hours of religious leave 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.

In order to be paid holiday pay, you will be required to work the day before and day after the scheduled paid holiday, unless the employee provides a note from a doctor or employee has a pre-scheduled medical absence with a note from a doctor. If you take vacation or comp time the day before or after the holiday, your qualifying day will be the day before or after your vacation or comp time day. If you are absent from work on your qualifying days, you will not be paid holiday pay. (This paragraph excludes Police and Fire Union)

An employee terminating before the actual holiday is not eligible for holiday pay. Regular employees, except for Firefighters and Captains, 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 Captains who receive regular rate of pay.

Except for Firefighters and Captains, 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 the listed below, 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.

Employee's	**Spouse's**
Aunts and Uncles	Brother and their spouse
Nieces and Nephews	Sister and their spouse
	Grandparents and Grandchildren
	Aunts and Uncles
	Nieces and Nephews

CHAPTER SIX

PROBLEM SOLVING AND DISCIPLINE

Sec. 6.10 Statement of Policy

This policy is intended to keep employees and management equally aware of each employee's responsibility of maintaining a positive and productive work environment. This policy applies to all city employees. The intention of this policy is to clarify the city's position concerning standards of conduct and performance, appropriate corrective action and discipline.

Sec. 6.15 All Employees Standards of Conduct

Timely and Regular Attendance: Planned use of leave time should be arranged with your supervisor in advance. Unexpected use of time should be reported as promptly as possible to your supervisor prior to the beginning of the employee's work schedule. Employees are expected to work any assigned overtime, unless excused by the appropriate manager.

Dependable Application of Time: Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated, except for reasonable time provided for meals and personal needs.

Satisfactory Work Performance: Employees are expected to meet established performance standards. Conditions or circumstances, as they become known, which will prevent employees from performing normally or completing their assigned task, should be reported to the appropriate manager. Likewise, unclear instructions or procedures should be brought to the attention of your supervisor.

Use of City Equipment, Facilities, and Information: City equipment (all property owned, leased, or controlled by the city, including but not limited to vehicles, computers, tools, devices, and materials), facilities, and information, are to be used only for work-related purposes, unless otherwise authorized. Theft of city property of any kind may result in criminal prosecution in addition to disciplinary action.

Conflict of Interest: Employees shall conduct city business with the highest standards of integrity and shall not officially act in regards to any contract, transaction, or other matter in which the employee may have a personal interest, individually or through a family member. Refer to section 7.70 for the entire policy on Conflict of Interest.

Safety: The city and certain departments have established safety rules, regulations, and procedures. Employees are required to know and observe all such rules, regulations, and procedures. Employees

are required to observe all traffic laws. Employees are required to adhere to chapter 10 of this manual and any other Department specific policies and procedures.

Off-duty Conduct: The city does not prescribe employee conduct off the job. However, any conduct on or off-the-job which affects the employee's credibility, effectiveness, performance, or ability to fully carry out the responsibilities of city employment and any conduct which is prejudicial to the interests, reputation, or operations of the City of Columbus are subject to disciplinary action.

Sec. 6.20 Supervisory Employees Standards of Conduct

This policy is intended to keep employees who supervise and management aware of their responsibility of setting clear expectations through open communication to enable a positive and productive work environment. This policy applies to all city employees who supervise others.

Professionalism and Integrity: Supervisors are expected to uphold the highest standards of professionalism, honesty, and integrity. They should act as role models and promote ethical behavior within the organization.

Fairness and Equality: Supervisors should treat all employees with fairness, respect, and equality, regardless of their race, gender, age, religion, sexual orientation, or any other protected characteristic. Discrimination, harassment, and favoritism will not be tolerated.

Communication and Transparency: Supervisors should maintain open and transparent communication with their team members. They should listen attentively, provide clear instructions, and encourage open dialogue. Information should be shared promptly and accurately, ensuring employees are informed about matters affecting their work.

Accountability and Responsibility: Supervisors should take responsibility for their actions and decisions. They should be accountable for meeting their commitments, honoring deadlines, and delivering results. Managers should also hold their team members accountable for their performance and conduct.

Confidentiality and Privacy: Supervisors must respect the confidentiality and privacy of employee information, including personal and sensitive data. Confidential information should be handled with utmost care and disclosed only on a need-to-know basis and within the bounds of legal requirements.
Conflict Resolution: Supervisors should proactively address conflicts and disagreements in a fair and constructive manner. They should encourage open dialogue, actively listen to all perspectives, and strive to find mutually beneficial solutions. Escalation procedures should be followed when necessary.

Employee Development and Support: Supervisors should foster the professional growth and development of their team members. They should provide regular feedback, guidance, and support to help employees enhance their skills, knowledge, and performance. Supervisors should also promote a positive work environment that values well-being and work-life balance.

Compliance with Policies and Laws: Supervisors must comply with all applicable laws, regulations, and internal policies. They should be familiar with and ensure their team's adherence to these policies, including those related to safety, diversity and inclusion, data protection, and other relevant areas.

Conflict of Interest: Supervisors shall conduct city business with the highest standards of integrity and shall not officially act in regards to any contract, transaction, or other matter in which the employee may have a personal interest, individually or through a family member. Refer to section 7.70 for the entire policy on Conflict of Interest.

Continuous Improvement: Supervisors should strive for personal and professional growth. They should actively seek opportunities to enhance their leadership skills, stay updated on industry trends, and contribute to the overall improvement of the organization.

By adhering to this Code of Conduct, supervisors will contribute to a positive work environment, foster employee engagement, and uphold the organization's values and reputation. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

Sec. 6.25 Coaching

Coaching is an essential part of employee development and performance improvement. The purpose of these guidelines is to provide all supervisors with a framework and best practices for effectively coaching employees to achieve their full potential and enhance their performance.

Establishing a Coaching Culture:

- Create an environment that promotes coaching as a positive and ongoing process for employee growth and development.
- Encourage managers to view coaching as a collaborative and supportive approach to help employees succeed.

Coach's Mindset:

- Approach coaching with a positive and constructive mindset, focusing on employee strengths and growth opportunities.
- Be empathetic, supportive, and non-judgmental during coaching conversations.
- Foster a safe and trusting environment that encourages open dialogue and feedback.

Goal Setting and Performance Expectations:

- Set clear performance expectations and goals with employees, aligned with the Department or Divisions objectives.
- Help employees understand how their individual goals contribute to team and organizational success.
- Ensure goals are specific, measurable, attainable, relevant, and time-bound (SMART).

Active Listening and Effective Communication:

- Practice active listening during coaching sessions, allowing employees to express their thoughts, concerns, and ideas.
- Use open-ended questions to encourage employees to reflect, problem-solve, and generate solutions.
- Provide feedback effectively, focusing on specific behaviors and outcomes, and offering constructive suggestions for improvement.

Continuous Feedback:

- Provide regular and timely feedback to employees, both positive reinforcement and areas for improvement.
- Offer praise and recognition for achievements and efforts to motivate and encourage employees.
- Address performance issues promptly and constructively, offering guidance and support for improvement.

Development Planning:

- Collaborate with employees to create individual development plans that align with their career aspirations and organizational needs.
- Identify learning opportunities, training programs, and resources that can support employee growth and skill enhancement.
- Regularly review and revise development plans to ensure they remain relevant and achievable.

Monitoring and Progress Reviews:

- Schedule regular coaching sessions to review employee progress, discuss challenges, and provide ongoing support.

- Track employee performance against goals and provide feedback based on observed behaviors and outcomes.
- Offer guidance and resources to help employees overcome obstacles and develop strategies for improvement.

Recognition and Rewards:

- Recognize and celebrate employee achievements, milestones, and contributions to boost morale and motivation.
- Recommend employees for formal recognition and rewards programs based on their performance and growth.

Documentation:

- Maintain accurate and confidential documentation of coaching sessions, performance discussions and employee development plans.
- Document goals, action plans, milestones, and outcomes to track progress and support performance evaluations.

Manager Support and Training:

- Provide employees with training and resources on coaching techniques, active listening, effective feedback, and performance management.
- Offer ongoing support and guidance to employees in their coaching roles, including access to mentors or coaching circles.

Confidentiality and Trust:

- Respect employee privacy and maintain confidentiality of coaching conversations, unless disclosure is required by law or company policy.
- Build trust with employees by demonstrating integrity, transparency, and maintaining professional boundaries.
- Remember, coaching is an ongoing process, and managers should strive to create a culture of continuous learning and improvement. Regularly assess the effectiveness of coaching efforts and make necessary adjustments to ensure employee development and organizational success.

Sec. 6.30 Discipline

The Human Resources Director or designee shall be consulted prior to taking any formal disciplinary action. The City may administer any of the disciplinary measures listed below, or a combination of disciplinary measures, depending on the severity of the situation in the City's sole discretion. Although the City will attempt to administer progressive discipline, this policy does not create any guarantee that specific steps will be followed. In some cases, the City may terminate employees effective immediately. Nothing in this policy should be interpreted to alter the at-will nature of employment.

The implementation of this disciplinary policy occurred at the time the City Council adopted the 2024 Personnel Manual. Any written-verbal disciplinary action which occurred ~~more than six months~~ prior to the adoption of this policy shall be removed from the employee's personnel record(s)

Verbal or Written Counseling
The employee is advised and cautioned by a supervisor or department head about unsatisfactory work performance or misconduct. Verbal discussion may be reduced to writing in a counseling memorandum and will not be considered formal discipline. Counseling is generally the initial attempt to correct less severe performance or conduct violations; however, it is not a prerequisite to disciplinary action for subsequent offenses. All verbal and written letters of counseling are not grievable.

Written Reprimand
A written reprimand is considered formal discipline that aims to communicate to the employee that their actions are not acceptable. Disciplinary points will typically accompany a written reprimand as outlined in the prescribed discipline of each of group offenses sections.

Suspensions
A suspension is temporarily prohibiting an employee from performing their duties as a result of the employee's unsatisfactory job performance or misconduct. A suspension seriously impacts departmental productivity and the employee's pay.

Duration
Disciplinary suspensions shall be without pay and shall not exceed ten (10) work days for a Group II violation or twenty (20) work days for suspensions in lieu of termination.

Overtime Exempt Employees
Overtime exempt employees may be suspended for any duration within the above limits for violations of written rules and policies governing workplace conduct applicable to all employees; otherwise, the

suspension must be for a full work week. Also, overtime-exempt employees cannot be suspended for less than a full work week for job performance issues.

Demotions
A disciplinary demotion can occur as an intermediate form of discipline or as an alternative to termination and in situations where other disciplinary measures have been unsuccessful to correct unsatisfactory job performance or misconduct. The employee's salary will be reduced to a level within the salary range of the city's Classification & Pay Plan.

Terminations
An involuntary separation for acts and/or behavior of such a serious nature that the first occurrence should justify termination or for unsatisfactory job performance or misconduct of a less serious nature which continues after other disciplinary measures have been imposed for prior poor work performance or misconduct.

Sec. 6.35 Types of Offenses & Specific Actions

The following procedures will set forth guidelines for determining the severity of the offenses of misconduct. The offenses listed in this policy are not intended to be all inclusive but instead serve as guidelines. It is expected that many, if not most, infractions will not be specifically listed in this policy. Failure to correct behavior, performance, or conduct after commission of a Group I or II offense will result in further disciplinary action.

Sec. 6.40 Group I Offenses

These offenses include misconduct that is less severe in nature, but which requires corrective action in the interest of maintaining a well-managed, respectful, and productive work environment. Examples of Group I offenses include:

- Unsatisfactory attendance or excessive tardiness as defined by the individual departments;
- Abuse of City time such as use of City time for non-work-related activity, personal business, or abuse of sick leave;
- Inappropriate or unauthorized use of City equipment, facilities, or information;
- Unsatisfactory job performance
- Disruptive behavior; including rudeness, inappropriate language or gestures, or uncooperativeness toward others;
- Refusal to work reasonable overtime;
- Failure to comply with the Fair Labor Standards Act (FLSA); and
- Improper use or operation of a city vehicle, equipment or facility

Corrective Action: The prescribed disciplinary action for each violation is five (5) disciplinary points and a written reprimand in the employee's personnel file. Supervisors must discuss a Group I offense with the employee and advise the employee of the need for correction. Depending upon the severity and nature of the offense, the employee may, in lieu of being cited for a Group I offense, be subject to verbal or written counseling. If the condition is not resolved by verbal discussions, the employee must be given a written counseling to document the failure to correct the stated offense.

Sec. 6.45 Group II Offenses

Group II offenses constitute misconduct which is more severe in nature. Disciplinary actions for Exempt employees shall be in compliance with the Fair Labor Standards Act (FLSA). Examples of Group II offenses include:

- Continued unsatisfactory job performance;
- Failure to follow a supervisor's verbal or written instructions, perform assigned work, or otherwise comply with applicable city or departmental policy, rules, regulations, or directives, except for refusal to cooperate with respect to alcohol and drug testing which is a Group III Offense;
- Violating safety procedures (not a threat to life);
- Leaving the worksite without permission during work hours;
- Workplace harassment or other prohibited discriminatory conduct;
- Failure to report to work as scheduled without proper notification;
- Violating confidentiality when city and department policies, regulations, or rules have been published or which the employee is expected to know;
- Use of obscene or offensive language or gestures when dealing with other employees, supervisors, or the public;
- Negligence in the performance of job responsibilities including the negligent operation of a city vehicle or equipment; and
- Unauthorized use or misuse of city property or information;

Corrective Action: The prescribed disciplinary action for each violation is ten (10) disciplinary points and a written reprimand in the employee's personnel file, and may also include a suspension without pay for 1-10 days with the concurrence of the department head, Human Resources Director and City Administrator.

Sec. 6.50 Group III Offenses

The offenses included in this group are more serious in nature. Examples of Group III offenses include:

- Accumulation of three (3) Group 1 offenses within a rolling twelve-month period;
- Unauthorized possession or use of firearms, dangerous weapons, or explosives while working or on any city property except in accordance with State or Federal laws;
- Absence or leave in excess of five (5) working days without prior authorization;
- Withholding information, or making false or misleading statements;
- Failing to fully cooperate during an administrative investigation, or interfering with an administrative investigation;
- Falsification, misuse, concealment, or alteration of records, including but not limited to vouchers, reports, time and leave records, or other city documents;
- Gross negligence in the performance of job responsibilities;
- Behavior which is considered unethical, or unprofessional conduct with clients, citizens, program participants, or other employees;
- Overt or implied threats or coercion of employees, supervisors, subordinates or the public, including but not limited to incidents of bodily contact;
- Unauthorized possession or use of alcohol or a controlled substance on the job; operating city equipment, including vehicles, while under the influence of alcohol or a controlled substance;
- Positive controlled substance or alcohol test; refusal to cooperate fully with respect to alcohol/substance abuse testing policy as defined by the city's Alcohol, Illegal
- Drugs and Controlled Substances policy will result in termination;
- Violating safety procedures where there is a threat to life;

Corrective Action: The prescribed corrective action for Group III offenses is termination. If the department head determines that extenuating circumstances exist and the employee otherwise has a satisfactory record of job performance and conduct, the department head with the concurrence of the Human Resources Director and the City Administrator, has the option to impose twenty (20) disciplinary points and a (20) day suspension without pay, and/or demotion, in lieu of termination.

Sec. 6.55 Disciplinary Action for Points Accumulation

In addition to the prescribed disciplinary action for each instance of misconduct, the following action is prescribed for the accumulation of disciplinary points:

- Employees who accumulate thirty (30) disciplinary points within any rolling twelve (12) month period will be terminated.
- Employees who accumulate thirty-five (35) disciplinary points within any rolling twenty-four (24) month period will be terminated.

Points shall accrue at the time the disciplinary action is taken, not when the misconduct occurs or the date that any appeal from the disciplinary action is decided at the various steps of the grievance process (even if the disciplinary action is modified). The date of the original letter or memoranda which notifies the employee of the disciplinary action is the date that points accrued.

Sec. 6.60 Corrective Action Guidelines

Disciplinary action will be taken to correct or discourage unsatisfactory behavior or performance. The following principles will be observed when considering disciplinary action:

- Management shall consider prior disciplinary actions taken against the employee, including the date, severity, and circumstances of the prior actions.
- The disciplinary action shall be situationally appropriate and shall be consistent with the expectations of the position.
- Management shall consider the special needs of the department, and the seriousness of the employee's behavior or performance.
- Employees are responsible and accountable for knowing the performance or behavioral expectations of the city and their department.
- In determining the severity of the disciplinary action, the supervisor should establish whether there has been repetition of the same or similar performance or behavior.

Sec. 6.65 Disciplinary Procedures

Any alleged violation of the city's or a department's Standards of Conduct, rules, policies, directives, or for continued failure to meet job performance standards or expectations shall be investigated. The employee shall be provided the opportunity to respond before disciplinary action is taken. Departments have flexibility in the investigation of disciplinary matters in a manner appropriate to the alleged misconduct.

Immediate Administrative Suspension with Pay Pending Departmental Investigation:

An employee may be immediately suspended from work with pay pending completion of a disciplinary investigation into misconduct (committed on or off duty) with the prior approval of the affected department head,Human Resources Director and City Administrator, if it is determined that the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or the employee's department, or to the welfare of the public, or to other city employees or to the administrative investigation.

When an employee is placed on administrative leave with pay and the department head, Human Resources Director or City Administrator has established one or more meeting dates related to the administrative investigation during the employee's regular work hours which the employee may reasonably be expected to attend, and the meeting date is postponed at the employee's request, the employee will not be paid past the original established date. Likewise, paid administrative leave will cease if an employee does not attend the meeting. If a meeting date is postponed by the department head, Human Resources Director or City Administrator, then the employee will remain on administrative leave with pay until the date of the meeting. If the meeting is commenced but is adjourned, the employee will remain on administrative leave with pay until the meeting is concluded. If subsequent termination action is taken, the effective date of the termination will be the determined by the investigating party with the concurrence of the Human Resources Director and City Administrator.

Immediate Suspension Without Pay Pending Departmental Investigation:

An employee may be immediately suspended from work without pay only when a finding of probable cause that a crime has been committed by the employee has been made by a judge, magistrate, or grand jury, AND the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or employee's department, or to the welfare of the public, or to other city employees. Such a suspension without pay may be imposed if the above conditions are met, and with the prior approval of the affected department head and the Human Resources Director or designee, after consultation with the City Administrator.

Duration: The administrative suspension without pay shall end if the above conditions cease to exist (e.g., the employee is no longer deemed to be a substantial and immediate danger to the aforementioned persons or entities) or until completion of the city's administrative investigation provided the employee is returned to work.

Grievability: The administrative suspension of an employee without pay under this subsection is immediately grievable. Steps I and II of the grievance procedures shall be waived. A meeting at step III within the required time period shall be limited to the issue of the continued suspension without back pay. At the employee's option, the issue of the suspension without pay may be combined in a timely grievance filed later by the employee concerning the underlying disciplinary action, if any.

Back Pay: If the employee is not subsequently terminated following the completion of the administrative investigation, the City Administrator or designee may order full, partial, or no back pay. The City Administrator or designee shall not be bound by the outcome of any criminal court case but may refer to such outcome and findings in making a final decision.

Sec. 6.70 Procedures for Taking Disciplinary Actions

Disciplinary action may be taken only by the department head or the department head's designated representative. This policy is intended to promote consistency in the application of discipline and to grant employees the opportunity to respond to allegations at a high level of management before action is taken. However, supervisors below the level of the department head or the designated representative have a major responsibility for administering the Standards of Conduct (and also performance issues) and disciplinary procedures. Supervisors monitor and enforce the Standards of Conduct and, in most instances, will determine if an action will be processed through the disciplinary process. Supervisors are often assigned responsibility for investigating alleged misconduct and performance issues. Supervisors are responsible for providing input and making recommendations to department heads and designated representatives and such recommendations are to be considered in the determination of what disciplinary action to take, if any.

In large departments, or those with several levels of management, the department head may designate lower levels of management to handle less severe misconduct and performance issues and to take appropriate disciplinary or corrective action, if any. In cases involving alleged misconduct and unsatisfactory performance, which may result in suspension, demotion, or termination, the department head shall be personally involved in investigating or overseeing the investigation of the allegations of misconduct and unsatisfactory performance, and determining disciplinary action, if any.

When there is reason to believe misconduct may have occurred, the department head or the department head's designee shall initiate an appropriate investigation to determine the facts surrounding the alleged misconduct or unsatisfactory performance. The department head or designee may personally conduct the investigation or may assign the investigation to another person.

If after review of information developed in the investigation, the department head or designee determines that misconduct or unsatisfactory performance may have occurred and that disciplinary action may be pursued, he/she will inform the employee in writing in a formal written notice of allegations. The employee will be informed in the notice that the employee will be afforded an opportunity to meet with the department head or designated representative in order to respond to the allegations after five (5) work days after receipt of the notice, unless an earlier date has been agreed to by both parties. The allegations should cite the specific instance(s) of misconduct or unsatisfactory performance including the facts underlying the allegations but need not specify specific level(s) of misconduct. The employee shall also be informed in the notice that the employee has a right to present documents and give verbal or written statements at the meeting, and bring witnesses, if desired.

The meeting between the department head or designee and the employee shall be held as soon as practicable, preferably within ten (10) work days of the time the employee is given the notice of the allegations.

The meeting, at which the employee is provided the opportunity to respond to the allegations, is an informal administrative process. It is not a grievance proceeding. The meeting is not a trial and it is not intended that the department's evidence and witnesses be presented. The meeting is not bound by or conducted by court procedures or rules of evidence. The meeting is conducted by the department head or designee who shall determine the procedures by which the meeting will proceed to ensure that the employee has the opportunity to respond to all allegations. The following policies apply to the conduct of the meeting:

- The meeting shall be recorded.
- The meeting shall be between the department head or designee and the employee. A representative from Human Resources may also be present. Attorneys for the city and the employee shall not be present. Supervisors of the employee and other departmental management shall not be present except as necessary to provide information. The employee has the right to present documents, make statements, and present witnesses. If the employee brings witnesses, the witnesses shall be present only while presenting information.
- The department head or designee may continue the meeting if necessary and shall determine when the matter is concluded.

If the employee has waived the right to appear at the meeting, or does not appear, the department head or designee shall base the decision on the information available.

Upon conclusion of the meeting, the department head or if appropriate, designee, shall consider all available evidence, including the employee's work record, if appropriate and shall determine appropriate action.

If the department head or the designee determines that misconduct or unsatisfactory performance did not occur, or could not be substantiated, the reasons for the decision shall be documented and the matter shall be closed.

If the department head or designee determines that misconduct or unsatisfactory performance did occur, the department head or designee shall determine the specific instance(s) of misconduct or unsatisfactory performance, level of misconduct, and the disciplinary action to be taken. In cases in which several violations of the city's or a department's Standards of Conduct, rules, policies or directives arise from the same incident, the department head may assess the appropriate disciplinary action for each separate violation. The department head or designee shall not be bound by the outcome of any court action, but may refer to such outcome and findings in making a final decision.

If the employee was administratively suspended without back pay the City Administrator or designee may order full, partial, or no back pay as deemed appropriate under the circumstances.

If the meeting was held by a person other than the department head, the department head may review the case with the designee and may elect to meet with the employee before making the final determination of disciplinary action.

In cases involving termination, demotion, or suspension and in cases in which misconduct specifically assigned to a level by this policy is processed at a different level, and in cases in which a lesser action than termination is taken due to extenuating circumstances, the department head shall review the case with the Director of Human Resource Management or designee prior to determining disciplinary action.

The employee shall be notified in writing of the determination within ten (10) work days after the conclusion of the meeting. However, this time frame may be extended by the department head or designee when necessary to appropriately consider the information, review the case, and prepare a written response.

If the meeting was held by anyone other than the department head, the employee may request a meeting with the department head before disciplinary action is administered. The request must be in writing to the department head within seven (7) calendar days of notification of the disciplinary action. This meeting will be conducted as stated above. with the department head notifying the employee of his/her determination within ten (10) work days after the conclusion of the meeting.

Upon the final determination of disciplinary action, the employee shall be advised of his/her rights to appeal through the employee Grievance Procedure, if applicable.

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. Public employees may not have an interest in a contract with the governmental entity which they serve, without proper disclosure.
2. Employees must properly disclose prior to taking any official action or making an official decision which may result in a financial benefit or detriment to the public official or public employee, a member of his or her immediate family, or business with which he or she is associated.
3. Employees may not use, or authorize the use of public resources, personnel, property or funds under their official care and control for personal financial gain.

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 are 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 any time 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.

Sec. 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.

INDEX

Ability to Perform Essential Duties	76
Absence Without Leave	4, 41
Absenteeism	59
Accident Cost	83
Accident Report	87
Accident Reporting	87
Accommodating the Disabled	16
Address Change	68
Administrative Leave	33
Adoption of the Manual	3
Age	16,17
AIDS	94
Alcohol Policy	68
Amendment of the Manual	3
Appeals	4
Applicant	4
Appointing Authority	4
Appointment	4
Appraisal	20, 68, 75
Assigned Vehicles	59
Availability of the Manual	3
Bankruptcy	72
Behavior of Employees	57
Benefits	20
Blogging	65
Bloodborne Pathogen	94
Breaks	21
Bulletin Boards	62
Cell Phones	67
Chain of Command	4
City Administrator, Role of	7
City Council, Role of	7
City Property	58
Civil Service Employee	4
Compassionate Leave	21, 42
Compensatory Leave	4
Compensatory Time	26
Competitive Selection	12
Conflicts of Interest	61
Counseling, Employee	5
Coverage of the Manual	1
Definitions	4
Demotion	4, 12, 48
Pay Rates in	20
Department Head	4, 81
Responsibility of	81

Department Head, Role of 9
Development, Employee 5
Disability Leave
Following Separation for Disability 74
Disaster Policy 27
Disciplinary Action 5
Discrimination Complaints 16
Dismissal 5
Disqualification 14
Driving Rules 85
Drug and Alcohol Policy 68
Educational Refund Plan 10
Election Work 34
Email 63
Emergency Call Back 26
Employee 5, 82
Conduct 57
Full-Time 5
Part-Time 5
Personal Finances 72
Responsibilities 57
Role of 81
Temporary 5
Training 88
Employee Counseling 5
Employee Development 5
Employee Evaluation 5
Employee Improvement 5
Employee Orientation 17
Employee Recognition 23
Employee Responsibilities And Conduct 57
Employer-Employee Relations, Code of 9
Employment at Will 3
Employment of Relatives 15
Equal Employment Opportunity 16
Examination 6
Exempt Employees 24, 28
Expense
Lodging 78
Meal 79
Receipts 80
Transportation 78
Expense Reimbursement 79
Expense Reports 80
Facebook 65
Family and Friends in the Workplace 61
Functions of the Human Resources Department 8
Fund Drives 62
Funeral Leave (Compassionate Leave) 21, 42
Grievance 6
Harassment 72

Hard Hats 88
Hazardous Communications 93
Hepatitis 94
Hepatitis Vaccination 95
Hire Date 6
Holiday Leave 35
Hostile Work Environment 73
Hours of Work 25
Human Resources Department
Functions of 8
Human Resources Director 8
Immediate Family 6
Improvement, Employee 5
Incident Report 94
Incident Reports 84
Insurance Premiums 21
Inter-Departmental Transfer 13
Internet 64
Internet Usage 64
Introductory Period 6, 18
Job Description 6
Job Title 6
Jury Duty/Witness Leave 34
Ladders 91
Lateral Transfer 13
Lay-off 6, 75
Leave 6
Absence Without 41
Absence Without Pay 36
Administrative 33
Compassionate 21, 42
Continued Employement 42
Election Work 34
Holiday 35
Jury Duty/Witness 34
of Absence 36
Sick 31
Vacation 29
Voting Time 34
Workers' Compensation 34
Leave of Absence 37
Leave of Absence Without Pay 36
Family Medical Leave 37
Literature Distribution 61
Lockers 67
Lodging 78
Management Responsibilities 7, 8
Marital Status Change 68
Mayor, Role of 7
Meal Expense 79
Merit Proficiency Date 6

Merit/Periodic Pay Increases 6
Military Leave, Reserve 6
Minimum Age 17
Narcotics 57, 68
Noncompetitive Selection 12
Office Safety 90
Offices, Use of 67
On-Call Duty 26
Orientation, Employee 17
Outside Employment 59
Overtime 6, 25
Hours Worked 25
Pager Usage 26
Pay Grades 19
Pay Increases, Periodic 20
Pay Periods 22
Pay Plan 19
Paying Insurance Premiums 21
Payroll Deductions and Reductions 23
Personal Finances, Employee 72
Personnel Records 9
Political Activity 61
Private Business Activities 60
Productive Work Environment 68
Promotion 7, 12, 19
Purpose of the Manual 1
Reasonable Accommodation 16
Receipts for Expenses 80
Reclassification 7, 20
Recruitment 17
Reduction in Force Policy 75
Re-employment 76
Reference Checks 15
Regular Appointments 15
Reinstatement 76
Relatives, Employment of 15
Reporting Accidents 87
Reprimand 7
Resignation 74
Retirement 76
Risk Management 81
Risk Manager 81
Role of City Council 7
Role of Department Head 9
Role of Employee 82
Role of Mayor 7
Role of Supervisors 82
Role of the City Administrator 7
Salary Survey 19
Scaffolding 91
Secondary Employment 59

Selection Process 12
Seniority 7
Separation 74
Sexual Harassment 73
Shift Differential 26
Sick Leave 7, 22, 31
Bank 32
Sick Leave Bank 32
Smoking Restriction 68
Social Media 66
Authorized 67
Personal/Non-City 67
Social Networking 65
Solicitation 61
Starting Pay 19
Status, Change of 68
Supervisor 7
Supervisors 81
Role of 81
Supplemental Personnel Regulations 3
Suspension 7
Temporary Appointments 15
Temporary Positions 13
Tobacco Use 68
Training 88
Transfer 7
Transportation 78
Travel Time 25
Twitter 65
Appointment 15
Undue Hardship 14, 16
Vacancy Announcements 13
Vacation 22, 29
Vacation Leave 29
Verbal Abuse 73
Demotion 4, 12
Voluntary Demotion 12
Volunteer Time 27
Voting Time 34
Weapon-Free Workplace 60
Witness Leave 34
Work Day or Work Period 7
Worked Hours (Overtime) 25
Workers' Compensation 34
Workplace Violence 60

TABLE OF CONTENTS

PERSONNEL MANAGEMENT SYSTEM 2

Sec. 1.10 Purpose. 2
Sec. 1.20 Coverage of the Rules. 2
Sec. 1.30 Adoption of the Manual. 3
Sec. 1.35 Amendment of the Manual. 3
Sec. 1.40 Availability of the Manual. 3
Sec. 1.50 Supplemental Personnel Regulations. 3
Sec. 1.55 Employment at Will. 3
Sec. 1.60 Definitions. 4
Sec. 1.70 Role of Mayor and City Council. 7
Sec. 1.80 Role of the City Administrator. 7
Sec. 1.90 Functions of the Human Resources Department. 8
Sec. 1.92 Human Resources Director. 8
Sec. 1.93 Responsibility for Job References. 9
Sec. 1.94 Role of Department Heads. 9
Sec. 1.95 Personnel Records. 9
Sec. 1.96 Code of Employer-Employee Relations. 9
Sec. 1.97 Employee Educational Refund Plan. 10

METHOD OF FILLING VACANCIES 12

Sec. 2.05 Vacancy Identification. 12
Sec. 2.10 Promotion Policy. 12
Sec. 2.12 Competitive Selection. 12
Sec. 2.15 Noncompetitive Selection. 12
Sec. 2.17 Voluntary Demotion. 12
Sec. 2.20 Demotion in Lieu of Layoff. 13
Sec. 2.25 Lateral Transfer. 13
Sec. 2.27 Special Employment Programs. 13
Sec. 2.30 Temporary Positions. 13
Sec. 2.35 Vacancy Announcements. 13
Sec. 2.37 Purpose and Design of Application Forms. 13
Sec. 2.40 Filing of Application. 14
Sec. 2.45 Initial Processing of Application. 14
Sec. 2.47 Evaluation of Qualifications. 14
Sec. 2.50 Disqualification. 14
Sec. 2.55 Interviews. 15
Sec. 2.57 Documentation and Notification. 15
Sec. 2.60 Employment of Relatives. 15
Sec. 2.65 Types of Appointment. 15
Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities. 16
Sec. 2.67 Equal Employment Opportunity. 16
Sec. 2.80 Minimum Age. 17
Sec. 2.90 Processing and Orientation. 17
Sec. 2.95 Introductory Period. 18

SALARY ADMINISTRATION **19**

Sec. 3.10 Pay Plan. 19
Sec. 3.20 Pay Grades. 19
Sec. 3.30 Salary Survey. 19
Sec. 3.40 Starting Pay. 19
Sec. 3.50 Promotion. 19
Sec. 3.60 Reclassification to Lower Pay Grade. 20
Sec. 3.70 Periodic Pay Increases. 20
Sec. 3.80 Benefits. 20
Sec. 3.85 Pay Periods. 23
Sec. 3.90 Bi-Weekly Payroll Processing. 23
Sec. 3.96 Employee Recognition. 23
Sec. 3.97 Payroll Deductions and Reductions. 23

HOURS OF WORK AND OVERTIME **265**

Sec. 4.10 Hours of Work. 265
Sec. 4.15 Travel Time. 265
Sec. 4.20 Overtime. 265
Sec. 4.25 Carrying a Pager or Other Electronic Device. 276
Sec. 4.30 Compensatory Time. 276
Sec. 4.31 Shift Differential. 276
Sec. 4.40 Exempt Employees. 287
Sec. 4.45 Volunteer Time 287
Sec. 4.50 Break Periods 287
Sec. 4.70 Disaster Policy. 287

LEAVE BENEFITS **29**

Sec. 5.00 Vacation. 29
Sec. 5.20 Sick Leave. 321
Sec. 5.21 Accrual of Vacation and Sick Time While Not Working 343
Sec. 5.30 Administrative Leave. 353
Sec. 5.31 Jury Duty/Witness Leave. 354
Sec. 5.32 Voting Time. 354
Sec. 5.35 Election Work. 354
Sec. 5.40 Workers' Compensation. 364
Sec. 5.50 Holiday Leave. 365
Sec. 5.60 Leave of Absence Without Pay. 376
Sec. 5.70 Leave of Absence (Family Medical Leave & Military Family Leave). 387
Sec. 5.80 Absence Without Leave. 431
Sec. 5.85 Continued Employment While on Leave of Absence 432
Sec. 5.90 Compassionate Leave. 432

PROBLEM SOLVING AND DISCIPLINE **43**

Sec. 6.10 Statement of Policy. 43
Sec. 6.15 All Employees Standards of Conduct 43
Sec. 6.20 Supervisory Employees Standards of Conduct 44

Sec. 6.25 Coaching 45
Sec. 6.30 Discipline 48
Sec. 6.35 Types of Offenses and Specific Actions 49
Sec. 6.40 Group I Offenses 49
Sec. 6.45 Group II Offeneses 50
Sec. 6.50 Group III Offenses 50
Sec. 6.55 Disciplinary Action for Points Accumulation 52
Sec. 6.60 Corrective Action Guidelines 51
Sec. 6.65 Disciplinary Procedures 52
Sec. 6.70 Procedures for Taking Disciplinary Actions 53

EMPLOYEE RESPONSIBILITIES AND CONDUCT 57

Sec. 7.10 Behavior of Employees. 58
Sec. 7.20 City Property. 58
Sec. 7.25 Absenteeism. 59
Sec. 7.30 Assigned Vehicles. 59
Sec. 7.40 Secondary Employment. 59
Sec. 7.45 Private Business Activities. 60
Sec. 7.50 Workplace Violence. 60
Sec. 7.55 Weapon-Free Workplace Policy. 60
Sec. 7.60 Political Activity. 61
Sec. 7.70 Conflicts of Interest. 61
Sec. 7.75 Family and Friends in the Workplace. 61
Sec. 7.80 Solicitation. 61
Sec. 7.81 Email 63
Sec. 7.82 Internet Usage 64
Sec. 7.83 Social Networking 65
Sec. 7.84 Cell Phone/Electronic Devices. 67
Sec. 7.85 Offices and Locker Facilities. 67
Sec. 7.90 Change of Status. 68
Sec. 7.95 Tobacco Use. 68
Sec. 7.96 Drug and Alcohol Policy. 68
Sec. 7.97 Personal Finances of Employees. 72
Sec. 7.98 Zero Tolerance for Unlawful Harassment. 72

SEPARATION AND REINSTATEMENT 74

Sec. 8.10 Separation. 74
Sec. 8.20 Resignation. 74
Sec. 8.30 Reduction in Force Policy. 75
Sec. 8.40 Ability to Perform Essential Duties. 76
Sec. 8.50 Retirement. 76
Sec. 8.60 Reinstatement. 76

EXPENSE REIMBURSEMENT POLICIES AND REPORTING PROCEDURES 78

Sec. 9.00 Expense Reimbursement Policies and Reporting Procedures. 78

Sec. 9.10 Lodging. 79
Sec. 9.20 Transportation. 79
Sec. 9.30 Meal Expense. 80
Sec. 9.40 Expense Reports. 81
Sec. 9.50 Receipts. 81

RISK MANAGEMENT 82

Sec. 10.00 Risk Management Responsibilities. 82
Sec. 10.04 Incident Reports. 84
Sec. 10.05 The Cost of Accidents. 84
Sec. 10.10 Driving Rules and Regulations. 86
Sec. 10.15 Procedures for Reporting Accidents and/or Breakdowns of Municipal Vehicles. 88
Sec. 10.20 Safety Equipment. 88
Sec. 10.25 Training. 89
Sec. 10.30 Hard Hats. 89
Sec. 10.35 Operations in the Public Way. 90
Sec. 10.40 Office Safety. 91
Sec. 10.45 Ladders and Scaffolding. 92
Sec. 10.50 Use of Head Sets or Earbuds. 93
Sec. 10.55 Working in Cold and Hot Weather. 93
Sec. 10.60 Hazardous Communications Policy. 94
Sec. 10.65 Bloodborne Pathogen Policy. 95

INDEX 98

TABLE OF CONTENTS 103

4878-1777-8357, v. 3

ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the 2024 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 Captains, 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 Captains 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, parents, grandparents or grandchildren. Spouse's children and parents.

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 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 15-years of age, and 15,16 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
Language Pay	Employees who are required to occasionally use their language skills as part of their job duties may be eligible for bilingual pay of 2% increase of their hourly base salary. To	All employees	City

qualify, the following conditions must be met:

1. **Language Proficiency Test**: The employer will administer a language proficiency test to assess the employee's skills. Passing the test is required to be eligible for the bilingual pay.
2. **Job Relevance**: Incentive pay will only be awarded if the language skills are directly relevant to the employee's job duties as determined by Department Head.

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
Military Leave	Pay for approved time away up to the allowed hours per USERRA (Uniformed Services Employment and Reemployment Rights Act)	All employees	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 5 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.

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 Captains. All other hours are not considered hours works for the purpose of calculating overtime. For Firefighters and Captains 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 Captains).

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
City Clerk
City Engineer
Communications Director
Chief Building and Code Official
Finance Director/City Treasurer
Fire Chief
Park & Recreation Director
Golf Course Superintendent
Human Resource Director
Library Director
Police Captain
Police Chief
Public Property Director
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 the first payroll has been processed and leave hours have been accrued.

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 after five (5) full years of continuous employment.

3. 160 hours paid vacation after fifteen (15) full years of continuous employment.

~~3.~~4. 168 hours paid vacation after twenty-five (25) 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 40hour 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 Captains shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and Captains 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 will 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 as soon as the hours are accrued. 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:

Years of Service With City	***Annual vacation Accrual***	***Vacation Accrual Per Pay Period***	***Maximum Vacation Allowed In Employee's Vacation Bank***
Day 1-5 years	80 hrs.	3.08 hours per pay period	160 hrs.
After 5 years-15 years	120 hrs.	4.61 hours per pay period	240 hrs.
After 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 Captains 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.

In addition to the retirement payout provided above, the City will also allow Full-time regular employees to accumulate over the one thousand and forty (1,040) hours of sick leave only for the following purpose. Employees may continue to accumulate over the one thousand and forty (1,040) hours each calendar year until the second pay day in January. If any Full-time regular employees have more than the maximum one thousand and forty (1,040) hours at this time, 25% of the sick leave hours exceeding the maximum shall be paid to the employee. Any employees who has accumulated over the maximum for this purpose will have their hours reduced to the maximum at the time of the annual payout. Any sick leave accrual over one thousand and forty (1,040) hours shall not be used for any other purpose.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using sick hours after the first payroll has been processed and the leave hours have been accrued.

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 Captains 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. The Human Resources Director will notify all employees at least one month prior to the new term.

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. 5.21 Accrual of Vacation and Sick Time While Not Working

Employees that are eligible to accrue vacation and sick hours; in order to accrue vacation and sick time, you must have working hours, sick, vacation or comp time hours equal to normal weekly hours for each week during the pay period. If hours work, vacation, sick and comp time hours do not equal the same number of regular hours worked, no paid time off (sick and vacation) will be accrued (excludes Fire and Police).

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 Year's 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
2 Personal Holidays	~~One~~ Two personal days 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. Regular part-time employees are entitled to paid leave in observance of these holidays based on their proration of hours worked. Example: employee hired to work 20 hours/week, will receive 4 hours of holiday benefit if they were normally scheduled to work the day of the week the holiday falls on.

Personal Holiday shall be recorded on time sheet as personal holiday. In addition, a regular employee may take two hours of religious leave 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.

In order to be paid holiday pay, you will be required to work the day before and day after the scheduled paid holiday, unless the employee provides a note from a doctor or employee has a pre-scheduled medical absence with a note from a doctor. If you take vacation or comp time the day before or after the holiday, your qualifying day will be the day before or after your vacation or comp time day. If you are absent from work on your qualifying days, you will not be paid holiday pay. (This paragraph excludes Police and Fire Union)

An employee terminating before the actual holiday is not eligible for holiday pay. Regular employees, except for Firefighters and Captains, 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 Captains who receive regular rate of pay.

Except for Firefighters and Captains, 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 the listed below, 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.

Employee's	**Spouse's**
Aunts and Uncles	Brother and their spouse
Nieces and Nephews	Sister and their spouse
	Grandparents and Grandchildren
	Aunts and Uncles
	Nieces and Nephews

CHAPTER SIX

PROBLEM SOLVING AND DISCIPLINE

Sec. 6.10 Statement of Policy

This policy is intended to keep employees and management equally aware of each employee's responsibility of maintaining a positive and productive work environment. This policy applies to all city employees. The intention of this policy is to clarify the city's position concerning standards of conduct and performance, appropriate corrective action and discipline.

Sec. 6.15 All Employees Standards of Conduct

Timely and Regular Attendance: Planned use of leave time should be arranged with your supervisor in advance. Unexpected use of time should be reported as promptly as possible to your supervisor prior to the beginning of the employee's work schedule. Employees are expected to work any assigned overtime, unless excused by the appropriate manager.

Dependable Application of Time: Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated, except for reasonable time provided for meals and personal needs.

Satisfactory Work Performance: Employees are expected to meet established performance standards. Conditions or circumstances, as they become known, which will prevent employees from performing normally or completing their assigned task, should be reported to the appropriate manager. Likewise, unclear instructions or procedures should be brought to the attention of your supervisor.

Use of City Equipment, Facilities, and Information: City equipment (all property owned, leased, or controlled by the city, including but not limited to vehicles, computers, tools, devices, and materials), facilities, and information, are to be used only for work-related purposes, unless otherwise authorized. Theft of city property of any kind may result in criminal prosecution in addition to disciplinary action.

Conflict of Interest: Employees shall conduct city business with the highest standards of integrity and shall not officially act in regards to any contract, transaction, or other matter in which the employee may have a personal interest, individually or through a family member. Refer to section 7.70 for the entire policy on Conflict of Interest.

Safety: The city and certain departments have established safety rules, regulations, and procedures. Employees are required to know and observe all such rules, regulations, and procedures. Employees

are required to observe all traffic laws. Employees are required to adhere to chapter 10 of this manual and any other Department specific policies and procedures.

Off-duty Conduct: The city does not prescribe employee conduct off the job. However, any conduct on or off-the-job which affects the employee's credibility, effectiveness, performance, or ability to fully carry out the responsibilities of city employment and any conduct which is prejudicial to the interests, reputation, or operations of the City of Columbus are subject to disciplinary action.

Sec. 6.20 Supervisory Employees Standards of Conduct

This policy is intended to keep employees who supervise and management aware of their responsibility of setting clear expectations through open communication to enable a positive and productive work environment. This policy applies to all city employees who supervise others.

Professionalism and Integrity: Supervisors are expected to uphold the highest standards of professionalism, honesty, and integrity. They should act as role models and promote ethical behavior within the organization.

Fairness and Equality: Supervisors should treat all employees with fairness, respect, and equality, regardless of their race, gender, age, religion, sexual orientation, or any other protected characteristic. Discrimination, harassment, and favoritism will not be tolerated.

Communication and Transparency: Supervisors should maintain open and transparent communication with their team members. They should listen attentively, provide clear instructions, and encourage open dialogue. Information should be shared promptly and accurately, ensuring employees are informed about matters affecting their work.

Accountability and Responsibility: Supervisors should take responsibility for their actions and decisions. They should be accountable for meeting their commitments, honoring deadlines, and delivering results. Managers should also hold their team members accountable for their performance and conduct.

Confidentiality and Privacy: Supervisors must respect the confidentiality and privacy of employee information, including personal and sensitive data. Confidential information should be handled with utmost care and disclosed only on a need-to-know basis and within the bounds of legal requirements. *Conflict Resolution*: Supervisors should proactively address conflicts and disagreements in a fair and constructive manner. They should encourage open dialogue, actively listen to all perspectives, and strive to find mutually beneficial solutions. Escalation procedures should be followed when necessary.

Employee Development and Support: Supervisors should foster the professional growth and development of their team members. They should provide regular feedback, guidance, and support to help employees enhance their skills, knowledge, and performance. Supervisors should also promote a positive work environment that values well-being and work-life balance.

Compliance with Policies and Laws: Supervisors must comply with all applicable laws, regulations, and internal policies. They should be familiar with and ensure their team's adherence to these policies, including those related to safety, diversity and inclusion, data protection, and other relevant areas.

Conflict of Interest: Supervisors shall conduct city business with the highest standards of integrity and shall not officially act in regards to any contract, transaction, or other matter in which the employee may have a personal interest, individually or through a family member. Refer to section 7.70 for the entire policy on Conflict of Interest.

Continuous Improvement: Supervisors should strive for personal and professional growth. They should actively seek opportunities to enhance their leadership skills, stay updated on industry trends, and contribute to the overall improvement of the organization.

By adhering to this Code of Conduct, supervisors will contribute to a positive work environment, foster employee engagement, and uphold the organization's values and reputation. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

Sec. 6.25 Coaching

Coaching is an essential part of employee development and performance improvement. The purpose of these guidelines is to provide all supervisors with a framework and best practices for effectively coaching employees to achieve their full potential and enhance their performance.

Establishing a Coaching Culture:

- Create an environment that promotes coaching as a positive and ongoing process for employee growth and development.
- Encourage managers to view coaching as a collaborative and supportive approach to help employees succeed.

Coach's Mindset:

- Approach coaching with a positive and constructive mindset, focusing on employee strengths and growth opportunities.
- Be empathetic, supportive, and non-judgmental during coaching conversations.
- Foster a safe and trusting environment that encourages open dialogue and feedback.

Goal Setting and Performance Expectations:

- Set clear performance expectations and goals with employees, aligned with the Department or Divisions objectives.
- Help employees understand how their individual goals contribute to team and organizational success.
- Ensure goals are specific, measurable, attainable, relevant, and time-bound (SMART).

Active Listening and Effective Communication:

- Practice active listening during coaching sessions, allowing employees to express their thoughts, concerns, and ideas.
- Use open-ended questions to encourage employees to reflect, problem-solve, and generate solutions.
- Provide feedback effectively, focusing on specific behaviors and outcomes, and offering constructive suggestions for improvement.

Continuous Feedback:

- Provide regular and timely feedback to employees, both positive reinforcement and areas for improvement.
- Offer praise and recognition for achievements and efforts to motivate and encourage employees.
- Address performance issues promptly and constructively, offering guidance and support for improvement.

Development Planning:

- Collaborate with employees to create individual development plans that align with their career aspirations and organizational needs.
- Identify learning opportunities, training programs, and resources that can support employee growth and skill enhancement.
- Regularly review and revise development plans to ensure they remain relevant and achievable.

Monitoring and Progress Reviews:

- Schedule regular coaching sessions to review employee progress, discuss challenges, and provide ongoing support.

- Track employee performance against goals and provide feedback based on observed behaviors and outcomes.
- Offer guidance and resources to help employees overcome obstacles and develop strategies for improvement.

Recognition and Rewards:

- Recognize and celebrate employee achievements, milestones, and contributions to boost morale and motivation.
- Recommend employees for formal recognition and rewards programs based on their performance and growth.

Documentation:

- Maintain accurate and confidential documentation of coaching sessions, performance discussions and employee development plans.
- Document goals, action plans, milestones, and outcomes to track progress and support performance evaluations.

Manager Support and Training:

- Provide employees with training and resources on coaching techniques, active listening, effective feedback, and performance management.
- Offer ongoing support and guidance to employees in their coaching roles, including access to mentors or coaching circles.

Confidentiality and Trust:

- Respect employee privacy and maintain confidentiality of coaching conversations, unless disclosure is required by law or company policy.
- Build trust with employees by demonstrating integrity, transparency, and maintaining professional boundaries.
- Remember, coaching is an ongoing process, and managers should strive to create a culture of continuous learning and improvement. Regularly assess the effectiveness of coaching efforts and make necessary adjustments to ensure employee development and organizational success.

Sec. 6.30 Discipline

The Human Resources Director or designee shall be consulted prior to taking any formal disciplinary action. The City may administer any of the disciplinary measures listed below, or a combination of disciplinary measures, depending on the severity of the situation in the City's sole discretion. Although the City will attempt to administer progressive discipline, this policy does not create any guarantee that specific steps will be followed. In some cases, the City may terminate employees effective immediately. Nothing in this policy should be interpreted to alter the at-will nature of employment.

The implementation of this disciplinary policy occurred at the time the City Council adopted the 2024 Personnel Manual. Any written-verbal disciplinary action which occurred ~~more than six months~~ prior to the adoption of this policy shall be removed from the employee's personnel record(s)

Verbal or Written Counseling
The employee is advised and cautioned by a supervisor or department head about unsatisfactory work performance or misconduct. Verbal discussion may be reduced to writing in a counseling memorandum and will not be considered formal discipline. Counseling is generally the initial attempt to correct less severe performance or conduct violations; however, it is not a prerequisite to disciplinary action for subsequent offenses. All verbal and written letters of counseling are not grievable.

Written Reprimand
A written reprimand is considered formal discipline that aims to communicate to the employee that their actions are not acceptable. Disciplinary points will typically accompany a written reprimand as outlined in the prescribed discipline of each of group offenses sections.

Formatted: Font: Not Italic

Suspensions
A suspension is temporarily prohibiting an employee from performing their duties as a result of the employee's unsatisfactory job performance or misconduct. A suspension seriously impacts departmental productivity and the employee's pay.

Duration
Disciplinary suspensions shall be without pay and shall not exceed ten (10) work days for a Group II violation or twenty (20) work days for suspensions in lieu of termination.

Overtime Exempt Employees
Overtime exempt employees may be suspended for any duration within the above limits for violations of written rules and policies governing workplace conduct applicable to all employees; otherwise, the

suspension must be for a full work week. Also, overtime- exempt employees cannot be suspended for less than a full work week for job performance issues.

Demotions
A disciplinary demotion can occur as an intermediate form of discipline or as an alternative to termination and in situations where other disciplinary measures have been unsuccessful to correct unsatisfactory job performance or misconduct. The employee's salary will be reduced to a level within the salary range of the city's Classification & Pay Plan.

Terminations
An involuntary separation for acts and/or behavior of such a serious nature that the first occurrence should justify termination or for unsatisfactory job performance or misconduct of a less serious nature which continues after other disciplinary measures have been imposed for prior poor work performance or misconduct.

Sec. 6.35 Types of Offenses & Specific Actions

The following procedures will set forth guidelines for determining the severity of the offenses of misconduct. The offenses listed in this policy are not intended to be all inclusive but instead serve as guidelines. It is expected that many, if not most, infractions will not be specifically listed in this policy. Failure to correct behavior, performance, or conduct after commission of a Group I or II offense will result in further disciplinary action.

Sec. 6.40 Group I Offenses

These offenses include misconduct that is less severe in nature, but which requires corrective action in the interest of maintaining a well-managed, respectful, and productive work environment. Examples of Group I offenses include:

- Unsatisfactory attendance or excessive tardiness as defined by the individual departments;
- Abuse of City time such as use of City time for non-work-related activity, personal business, or abuse of sick leave;
- Inappropriate or unauthorized use of City equipment, facilities, or information;
- Unsatisfactory job performance
- Disruptive behavior; including rudeness, inappropriate language or gestures, or uncooperativeness toward others;
- Refusal to work reasonable overtime;
- Failure to comply with the Fair Labor Standards Act (FLSA); and
- Improper use or operation of a city vehicle, equipment or facility

Corrective Action: The prescribed disciplinary action for each violation is five (~~(~~5) disciplinary points and a written reprimand in the employee's personnel file. Supervisors must discuss a Group I offense with the employee and advise the employee of the need for correction. Depending upon the severity and nature of the offense, the employee may, in lieu of being cited for a Group I offense, be subject to verbal or written counseling. If the condition is not resolved by verbal discussions, the employee must be given a written counseling to document the failure to correct the stated offense.

Sec. 6.45 Group II Offenses

Group II offenses constitute misconduct which is more severe in nature. Disciplinary actions for Exempt employees shall be in compliance with the Fair Labor Standards Act (FLSA). Examples of Group II offenses include:

- Continued unsatisfactory job performance;
- Failure to follow a supervisor's verbal or written instructions, perform assigned work, or otherwise comply with applicable city or departmental policy, rules, regulations, or directives, except for refusal to cooperate with respect to alcohol and drug testing which is a Group III Offense;
- Violating safety procedures (not a threat to life);
- Leaving the worksite without permission during work hours;
- Workplace harassment or other prohibited discriminatory conduct;
- Failure to report to work as scheduled without proper notification;
- Violating confidentiality when city and department policies, regulations, or rules have been published or which the employee is expected to know;
- Use of obscene or offensive language or gestures when dealing with other employees, supervisors, or the public;
- Negligence in the performance of job responsibilities including the negligent operation of a city vehicle or equipment; and
- Unauthorized use or misuse of city property or information;

Corrective Action: The prescribed disciplinary action for each violation is ten (10) disciplinary points and a written reprimand in the employee's personnel file, and may also include a suspension without pay for 1-10 days with the concurrence of the department head, Human Resources Director and City Administrator.

Sec. 6.50 Group III Offenses

The offenses included in this group are more serious in nature. Examples of Group III offenses include:

- Accumulation of three (3) Group 1 offenses within a rolling twelve-month period;
- Unauthorized possession or use of firearms, dangerous weapons, or explosives while working or on any city property except in accordance with State or Federal laws;
- Absence or leave in excess of five (5) working days without prior authorization;
- Withholding information, or making false or misleading statements;
- Failing to fully cooperate during an administrative investigation, or interfering with an administrative investigation;
- Falsification, misuse, concealment, or alteration of records, including but not limited to vouchers, reports, time and leave records, or other city documents;
- Gross negligence in the performance of job responsibilities;
- Behavior which is considered unethical, or unprofessional conduct with clients, citizens, program participants, or other employees;
- Overt or implied threats or coercion of employees, supervisors, subordinates or the public, including but not limited to incidents of bodily contact;
- Unauthorized possession or use of alcohol or a controlled substance on the job; operating city equipment, including vehicles, while under the influence of alcohol or a controlled substance;
- Positive controlled substance or alcohol test; refusal to cooperate fully with respect to alcohol/substance abuse testing policy as defined by the city's Alcohol, Illegal
- Drugs and Controlled Substances policy will result in termination;
- Violating safety procedures where there is a threat to life;

Corrective Action: The prescribed corrective action for Group III offenses is termination. If the department head determines that extenuating circumstances exist and the employee otherwise has a satisfactory record of job performance and conduct, the department head with the concurrence of the Human Resources Director and the City Administrator, has the option to impose twenty (20) disciplinary points and a (20) day suspension without pay, and/or demotion, in lieu of termination.

Formatted: Font: Bold

Sec. 6.55 Disciplinary Action for Points Accumulation

In addition to the prescribed disciplinary action for each instance of misconduct, the following action is prescribed for the accumulation of disciplinary points:

- Employees who accumulate thirty (30) disciplinary points within any rolling twelve (12) month period will be terminated.
- Employees who accumulate thirty-five (35) disciplinary points within any rolling twenty-four (24) month period will be terminated.

Points shall accrue at the time the disciplinary action is taken, not when the misconduct occurs or the date that any appeal from the disciplinary action is decided at the various steps of the grievance process (even if the disciplinary action is modified). The date of the original letter or memoranda which notifies the employee of the disciplinary action is the date that points accrued.

Sec. 6.60 Corrective Action Guidelines

Disciplinary action will be taken to correct or discourage unsatisfactory behavior or performance. The following principles will be observed when considering disciplinary action:

- Management shall consider prior disciplinary actions taken against the employee, including the date, severity, and circumstances of the prior actions.
- The disciplinary action shall be situationally appropriate and shall be consistent with the expectations of the position.
- Management shall consider the special needs of the department, and the seriousness of the employee's behavior or performance.
- Employees are responsible and accountable for knowing the performance or behavioral expectations of the city and their department.
- In determining the severity of the disciplinary action, the supervisor should establish whether there has been repetition of the same or similar performance or behavior.

Sec. 6.65 Disciplinary Procedures

Any alleged violation of the city's or a department's Standards of Conduct, rules, policies, directives, or for continued failure to meet job performance standards or expectations shall be investigated. The employee shall be provided the opportunity to respond before disciplinary action is taken. Departments have flexibility in the investigation of disciplinary matters in a manner appropriate to the alleged misconduct.

Immediate Administrative Suspension with Pay Pending Departmental Investigation:

An employee may be immediately suspended from work with pay pending completion of a disciplinary investigation into misconduct (committed on or off duty) with the prior approval of the affected department head,Human Resources Director and City Administrator, if it is determined that the employee's continued presence on the job is deemed to be a substantial and immediate threat to

the efficient operation of the city government or the employee's department, or to the welfare of the public, or to other city employees or to the administrative investigation.

When an employee is placed on administrative leave with pay and the department head, Human Resources Director or City Administrator has established one or more meeting dates related to the administrative investigation during the employee's regular work hours which the employee may reasonably be expected to attend, and the meeting date is postponed at the employee's request, the employee will not be paid past the original established date. Likewise, paid administrative leave will cease if an employee does not attend the meeting. If a meeting date is postponed by the department head, Human Resources Director or City Administrator, then the employee will remain on administrative leave with pay until the date of the meeting. If the meeting is commenced but is adjourned, the employee will remain on administrative leave with pay until the meeting is concluded. If subsequent termination action is taken, the effective date of the termination will be the determined by the investigating party with the concurrence of the Human Resources Director and City Administrator.

Immediate Suspension Without Pay Pending Departmental Investigation:

An employee may be immediately suspended from work without pay only when a finding of probable cause that a crime has been committed by the employee has been made by a judge, magistrate, or grand jury, AND the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or employee's department, or to the welfare of the public, or to other city employees. Such a suspension without pay may be imposed if the above conditions are met, and with the prior approval of the affected department head and the Human Resources Director or designee, after consultation with the City Administrator.

Duration: The administrative suspension without pay shall end if the above conditions cease to exist (e.g., the employee is no longer deemed to be a substantial and immediate danger to the aforementioned persons or entities) or until completion of the city's administrative investigation provided the employee is returned to work.

Grievability: The administrative suspension of an employee without pay under this subsection is immediately grievable. Steps I and II of the grievance procedures shall be waived. A meeting at step III within the required time period shall be limited to the issue of the continued suspension without back pay. At the employee's option, the issue of the suspension without pay may be combined in a timely grievance filed later by the employee concerning the underlying disciplinary action, if any.

Back Pay: If the employee is not subsequently terminated following the completion of the administrative investigation, the City Administrator or designee may order full, partial, or no back

pay. The City Administrator or designee shall not be bound by the outcome of any criminal court case but may refer to such outcome and findings in making a final decision.

Sec. 6.70 Procedures for Taking Disciplinary Actions

Disciplinary action may be taken only by the department head or the department head's designated representative. This policy is intended to promote consistency in the application of discipline and to grant employees the opportunity to respond to allegations at a high level of management before action is taken. However, supervisors below the level of the department head or the designated representative have a major responsibility for administering the Standards of Conduct (and also performance issues) and disciplinary procedures. Supervisors monitor and enforce the Standards of Conduct and, in most instances, will determine if an action will be processed through the disciplinary process. Supervisors are often assigned responsibility for investigating alleged misconduct and performance issues. Supervisors are responsible for providing input and making recommendations to department heads and designated representatives and such recommendations are to be considered in the determination of what disciplinary action to take, if any.

In large departments, or those with several levels of management, the department head may designate lower levels of management to handle less severe misconduct and performance issues and to take appropriate disciplinary or corrective action, if any. In cases involving alleged misconduct and unsatisfactory performance, which may result in suspension, demotion, or termination, the department head shall be personally involved in investigating or overseeing the investigation of the allegations of misconduct and unsatisfactory performance, and determining disciplinary action, if any.

When there is reason to believe misconduct may have occurred, the department head or the department head's designee shall initiate an appropriate investigation to determine the facts surrounding the alleged misconduct or unsatisfactory performance. The department head or designee may personally conduct the investigation or may assign the investigation to another person.

If after review of information developed in the investigation, the department head or designee determines that misconduct or unsatisfactory performance may have occurred and that disciplinary action may be pursued, he/she will inform the employee in writing in a formal written notice of allegations. The employee will be informed in the notice that the employee will be afforded an opportunity to meet with the department head or designated representative in order to respond to the allegations after five (5) work days after receipt of the notice, unless an earlier date has been agreed to by both parties. The allegations should cite the specific instance(s) of misconduct or unsatisfactory performance including the facts underlying the allegations but need not specify specific level(s) of misconduct. The employee shall also be informed in the notice that the employee has a right to present documents and give verbal or written statements at the meeting, and bring witnesses, if desired.

The meeting between the department head or designee and the employee shall be held as soon as practicable, preferably within ten (10) work days of the time the employee is given the notice of the allegations.

The meeting, at which the employee is provided the opportunity to respond to the allegations, is an informal administrative process. It is not a grievance proceeding. The meeting is not a trial and it is not intended that the department's evidence and witnesses be presented. The meeting is not bound by or conducted by court procedures or rules of evidence. The meeting is conducted by the department head or designee who shall determine the procedures by which the meeting will proceed to ensure that the employee has the opportunity to respond to all allegations. The following policies apply to the conduct of the meeting:

- The meeting shall be recorded.
- The meeting shall be between the department head or designee and the employee. A representative from Human Resources may also be present. Attorneys for the city and the employee shall not be present. Supervisors of the employee and other departmental management shall not be present except as necessary to provide information. The employee has the right to present documents, make statements, and present witnesses. If the employee brings witnesses, the witnesses shall be present only while presenting information.
- The department head or designee may continue the meeting if necessary and shall determine when the matter is concluded.

If the employee has waived the right to appear at the meeting, or does not appear, the department head or designee shall base the decision on the information available.

Upon conclusion of the meeting, the department head or if appropriate, designee, shall consider all available evidence, including the employee's work record, if appropriate and shall determine appropriate action.

If the department head or the designee determines that misconduct or unsatisfactory performance did not occur, or could not be substantiated, the reasons for the decision shall be documented and the matter shall be closed.

If the department head or designee determines that misconduct or unsatisfactory performance did occur, the department head or designee shall determine the specific instance(s) of misconduct or unsatisfactory performance, level of misconduct, and the disciplinary action to be taken. In cases in which several violations of the city's or a department's Standards of Conduct, rules, policies or directives arise from the same incident, the department head may assess the appropriate disciplinary action for each separate violation. The department head or designee shall not be bound by the outcome of any court action, but may refer to such outcome and findings in making a final decision.

If the employee was administratively suspended without back pay the City Administrator or designee may order full, partial, or no back pay as deemed appropriate under the circumstances.

If the meeting was held by a person other than the department head, the department head may review the case with the designee and may elect to meet with the employee before making the final determination of disciplinary action.

In cases involving termination, demotion, or suspension and in cases in which misconduct specifically assigned to a level by this policy is processed at a different level, and in cases in which a lesser action than termination is taken due to extenuating circumstances, the department head shall review the case with the Director of Human Resource Management or designee prior to determining disciplinary action.

The employee shall be notified in writing of the determination within ten (10) work days after the conclusion of the meeting. However, this time frame may be extended by the department head or designee when necessary to appropriately consider the information, review the case, and prepare a written response.

If the meeting was held by anyone other than the department head, the employee may request a meeting with the department head before disciplinary action is administered. The request must be in writing to the department head within seven (7) calendar days of notification of the disciplinary action. This meeting will be conducted as stated above. with the department head notifying the employee of his/her determination within ten (10) work days after the conclusion of the meeting.

Upon the final determination of disciplinary action, the employee shall be advised of his/her rights to appeal through the employee Grievance Procedure, if applicable.

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. Public employees may not have an interest in a contract with the governmental entity which they serve, without proper disclosure.
2. Employees must properly disclose prior to taking any official action or making an official decision which may result in a financial benefit or detriment to the public official or public employee, a member of his or her immediate family, or business with which he or she is associated.
3. Employees may not use, or authorize the use of public resources, personnel, property or funds under their official care and control for personal financial gain.

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 are 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 any time 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.

Sec. 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.

INDEX

Ability to Perform Essential Duties	76
Absence Without Leave	4, 41
Absenteeism	59
Accident Cost	83
Accident Report	87
Accident Reporting	87
Accommodating the Disabled	16
Address Change	68
Administrative Leave	33
Adoption of the Manual	3
Age	16,17
AIDS	94
Alcohol Policy	68
Amendment of the Manual	3
Appeals	4
Applicant	4
Appointing Authority	4
Appointment	4
Appraisal	20, 68, 75
Assigned Vehicles	59
Availability of the Manual	3
Bankruptcy	72
Behavior of Employees	57
Benefits	20
Blogging	65
Bloodborne Pathogen	94
Breaks	21
Bulletin Boards	62
Cell Phones	67
Chain of Command	4
City Administrator, Role of	7
City Council, Role of	7
City Property	58
Civil Service Employee	4
Compassionate Leave	21, 42
Compensatory Leave	4
Compensatory Time	26
Competitive Selection	12
Conflicts of Interest	61
Counseling, Employee	5
Coverage of the Manual	1
Definitions	4
Demotion	4, 12, 48
Pay Rates in	20
Department Head	4, 81
Responsibility of	81

Department Head, Role of 9
Development, Employee 5
Disability Leave
Following Separation for Disability 74
Disaster Policy 27
Disciplinary Action 5
Discrimination Complaints 16
Dismissal 5
Disqualification 14
Driving Rules 85
Drug and Alcohol Policy 68
Educational Refund Plan 10
Election Work 34
Email 63
Emergency Call Back 26
Employee 5, 82
Conduct 57
Full-Time 5
Part-Time 5
Personal Finances 72
Responsibilities 57
Role of 81
Temporary 5
Training 88
Employee Counseling 5
Employee Development 5
Employee Evaluation 5
Employee Improvement 5
Employee Orientation 17
Employee Recognition 23
Employee Responsibilities And Conduct 57
Employer-Employee Relations, Code of 9
Employment at Will 3
Employment of Relatives 15
Equal Employment Opportunity 16
Examination 6
Exempt Employees 24, 28
Expense
Lodging 78
Meal 79
Receipts 80
Transportation 78
Expense Reimbursement 79
Expense Reports 80
Facebook 65
Family and Friends in the Workplace 61
Functions of the Human Resources Department 8
Fund Drives 62
Funeral Leave (Compassionate Leave) 21, 42
Grievance 6
Harassment 72

Hard Hats 88
Hazardous Communications 93
Hepatitis 94
Hepatitis Vaccination 95
Hire Date 6
Holiday Leave 35
Hostile Work Environment 73
Hours of Work 25
Human Resources Department
Functions of 8
Human Resources Director 8
Immediate Family 6
Improvement, Employee 5
Incident Report 94
Incident Reports 84
Insurance Premiums 21
Inter-Departmental Transfer 13
Internet 64
Internet Usage 64
Introductory Period 6, 18
Job Description 6
Job Title 6
Jury Duty/Witness Leave 34
Ladders 91
Lateral Transfer 13
Lay-off 6, 75
Leave 6
Absence Without 41
Absence Without Pay 36
Administrative 33
Compassionate 21, 42
Continued Employement 42
Election Work 34
Holiday 35
Jury Duty/Witness 34
of Absence 36
Sick 31
Vacation 29
Voting Time 34
Workers' Compensation 34
Leave of Absence 37
Leave of Absence Without Pay 36
Family Medical Leave 37
Literature Distribution 61
Lockers 67
Lodging 78
Management Responsibilities 7, 8
Marital Status Change 68
Mayor, Role of 7
Meal Expense 79
Merit Proficiency Date 6

Merit/Periodic Pay Increases 6
Military Leave, Reserve 6
Minimum Age 17
Narcotics 57, 68
Noncompetitive Selection 12
Office Safety 90
Offices, Use of 67
On-Call Duty 26
Orientation, Employee 17
Outside Employment 59
Overtime 6, 25
Hours Worked 25
Pager Usage 26
Pay Grades 19
Pay Increases, Periodic 20
Pay Periods 22
Pay Plan 19
Paying Insurance Premiums 21
Payroll Deductions and Reductions 23
Personal Finances, Employee 72
Personnel Records 9
Political Activity 61
Private Business Activities 60
Productive Work Environment 68
Promotion 7, 12, 19
Purpose of the Manual 1
Reasonable Accommodation 16
Receipts for Expenses 80
Reclassification 7, 20
Recruitment 17
Reduction in Force Policy 75
Re-employment 76
Reference Checks 15
Regular Appointments 15
Reinstatement 76
Relatives, Employment of 15
Reporting Accidents 87
Reprimand 7
Resignation 74
Retirement 76
Risk Management 81
Risk Manager 81
Role of City Council 7
Role of Department Head 9
Role of Employee 82
Role of Mayor 7
Role of Supervisors 82
Role of the City Administrator 7
Salary Survey 19
Scaffolding 91
Secondary Employment 59

Selection Process 12
Seniority 7
Separation 74
Sexual Harassment 73
Shift Differential 26
Sick Leave 7, 22, 31
    Bank 32
Sick Leave Bank 32
Smoking Restriction 68
Social Media 66
    Authorized 67
    Personal/Non-City 67
Social Networking 65
Solicitation 61
Starting Pay 19
Status, Change of 68
Supervisor 7
Supervisors 81
    Role of 81
Supplemental Personnel Regulations 3
Suspension 7
Temporary Appointments 15
Temporary Positions 13
Tobacco Use 68
Training 88
Transfer 7
Transportation 78
Travel Time 25
Twitter 65
Appointment 15
Undue Hardship 14, 16
Vacancy Announcements 13
Vacation 22, 29
Vacation Leave 29
Verbal Abuse 73
Demotion 4, 12
Voluntary Demotion 12
Volunteer Time 27
Voting Time 34
Weapon-Free Workplace 60
Witness Leave 34
Work Day or Work Period 7
Worked Hours (Overtime) 25
Workers' Compensation 34
Workplace Violence 60

TABLE OF CONTENTS

PERSONNEL MANAGEMENT SYSTEM 2

Sec. 1.10 Purpose. 2
Sec. 1.20 Coverage of the Rules. 2
Sec. 1.30 Adoption of the Manual. 3
Sec. 1.35 Amendment of the Manual. 3
Sec. 1.40 Availability of the Manual. 3
Sec. 1.50 Supplemental Personnel Regulations. 3
Sec. 1.55 Employment at Will. 3
Sec. 1.60 Definitions. 4
Sec. 1.70 Role of Mayor and City Council. 7
Sec. 1.80 Role of the City Administrator. 7
Sec. 1.90 Functions of the Human Resources Department. 8
Sec. 1.92 Human Resources Director. 8
Sec. 1.93 Responsibility for Job References. 9
Sec. 1.94 Role of Department Heads. 9
Sec. 1.95 Personnel Records. 9
Sec. 1.96 Code of Employer-Employee Relations. 9
Sec. 1.97 Employee Educational Refund Plan. 10

METHOD OF FILLING VACANCIES 12

Sec. 2.05 Vacancy Identification. 12
Sec. 2.10 Promotion Policy. 12
Sec. 2.12 Competitive Selection. 12
Sec. 2.15 Noncompetitive Selection. 12
Sec. 2.17 Voluntary Demotion. 12
Sec. 2.20 Demotion in Lieu of Layoff. 13
Sec. 2.25 Lateral Transfer. 13
Sec. 2.27 Special Employment Programs. 13
Sec. 2.30 Temporary Positions. 13
Sec. 2.35 Vacancy Announcements. 13
Sec. 2.37 Purpose and Design of Application Forms. 13
Sec. 2.40 Filing of Application. 14
Sec. 2.45 Initial Processing of Application. 14
Sec. 2.47 Evaluation of Qualifications. 14
Sec. 2.50 Disqualification. 14
Sec. 2.55 Interviews. 15
Sec. 2.57 Documentation and Notification. 15
Sec. 2.60 Employment of Relatives. 15
Sec. 2.65 Types of Appointment. 15
Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities. 16
Sec. 2.67 Equal Employment Opportunity. 16
Sec. 2.80 Minimum Age. 17
Sec. 2.90 Processing and Orientation. 17
Sec. 2.95 Introductory Period. 18

SALARY ADMINISTRATION **19**

Sec. 3.10 Pay Plan. 19
Sec. 3.20 Pay Grades. 19
Sec. 3.30 Salary Survey. 19
Sec. 3.40 Starting Pay. 19
Sec. 3.50 Promotion. 19
Sec. 3.60 Reclassification to Lower Pay Grade. 20
Sec. 3.70 Periodic Pay Increases. 20
Sec. 3.80 Benefits. 20
Sec. 3.85 Pay Periods. 2322
Sec. 3.90 Bi-Weekly Payroll Processing. 2322
Sec. 3.96 Employee Recognition. 23
Sec. 3.97 Payroll Deductions and Reductions. 23

HOURS OF WORK AND OVERTIME **2625**

Sec. 4.10 Hours of Work. 2625
Sec. 4.15 Travel Time. 2625
Sec. 4.20 Overtime. 2625
Sec. 4.25 Carrying a Pager or Other Electronic Device. 2726
Sec. 4.30 Compensatory Time. 2726
Sec. 4.31 Shift Differential. 2726
Sec. 4.40 Exempt Employees. 2827
Sec. 4.45 Volunteer Time 2827
Sec. 4.50 Break Periods 2827
Sec. 4.70 Disaster Policy. 2827

LEAVE BENEFITS **29**

Sec. 5.00 Vacation. 29
Sec. 5.20 Sick Leave. 3231
Sec. 5.21 Accrual of Vacation and Sick Time While Not Working 3433
Sec. 5.30 Administrative Leave. 3533
Sec. 5.31 Jury Duty/Witness Leave. 3534
Sec. 5.32 Voting Time. 3534
Sec. 5.35 Election Work. 3534
Sec. 5.40 Workers' Compensation. 3634
Sec. 5.50 Holiday Leave. 3635
Sec. 5.60 Leave of Absence Without Pay. 3736
Sec. 5.70 Leave of Absence (Family Medical Leave & Military Family Leave). 3837
Sec. 5.80 Absence Without Leave. 4341
Sec. 5.85 Continued Employment While on Leave of Absence 4342
Sec. 5.90 Compassionate Leave. 4342

PROBLEM SOLVING AND DISCIPLINE **43**

Sec. 6.10 Statement of Policy. 43
Sec. 6.15 All Employees Standards of Conduct 43
Sec. 6.20 Supervisory Employees Standards of Conduct 44

Sec. 6.25 Coaching 45
Sec. 6.30 Discipline 48
Sec. 6.35 Types of Offenses and Specific Actions 49
Sec. 6.40 Group I Offenses 49
Sec. 6.45 Group II Offeneses 50
Sec. 6.50 Group III Offenses 50
Sec. 6.55 Disciplinary Action for Points Accumulation 52
Sec. 6.60 Corrective Action Guidelines 51
Sec. 6.65 Disciplinary Procedures 52
Sec. 6.70 Procedures for Taking Disciplinary Actions 53

EMPLOYEE RESPONSIBILITIES AND CONDUCT 57

Sec. 7.10 Behavior of Employees. 5857
Sec. 7.20 City Property. 58
Sec. 7.25 Absenteeism. 59
Sec. 7.30 Assigned Vehicles. 59
Sec. 7.40 Secondary Employment. 59
Sec. 7.45 Private Business Activities. 60
Sec. 7.50 Workplace Violence. 60
Sec. 7.55 Weapon-Free Workplace Policy. 60
Sec. 7.60 Political Activity. 61
Sec. 7.70 Conflicts of Interest. 61
Sec. 7.75 Family and Friends in the Workplace. 61
Sec. 7.80 Solicitation. 61
Sec. 7.81 Email 63
Sec. 7.82 Internet Usage 64
Sec. 7.83 Social Networking 65
Sec. 7.84 Cell Phone/Electronic Devices. 67
Sec. 7.85 Offices and Locker Facilities. 67
Sec. 7.90 Change of Status. 68
Sec. 7.95 Tobacco Use. 68
Sec. 7.96 Drug and Alcohol Policy. 68
Sec. 7.97 Personal Finances of Employees. 72
Sec. 7.98 Zero Tolerance for Unlawful Harassment. 72

SEPARATION AND REINSTATEMENT 74

Sec. 8.10 Separation. 74
Sec. 8.20 Resignation. 74
Sec. 8.30 Reduction in Force Policy. 75
Sec. 8.40 Ability to Perform Essential Duties. 76
Sec. 8.50 Retirement. 76
Sec. 8.60 Reinstatement. 76

EXPENSE REIMBURSEMENT POLICIES AND REPORTING PROCEDURES 78

Sec. 9.00 Expense Reimbursement Policies and Reporting Procedures. 78

Sec. 9.10 Lodging. 7991
Sec. 9.20 Transportation. 7991
Sec. 9.30 Meal Expense. 8092
Sec. 9.40 Expense Reports. 8193
Sec. 9.50 Receipts. 8193

RISK MANAGEMENT **8294**

Sec. 10.00 Risk Management Responsibilities. 8294
Sec. 10.04 Incident Reports. 8496
Sec. 10.05 The Cost of Accidents. 8496
Sec. 10.10 Driving Rules and Regulations. 8698
Sec. 10.15 Procedures for Reporting Accidents and/or Breakdowns of Municipal Vehicles. 88100
Sec. 10.20 Safety Equipment. 88100
Sec. 10.25 Training. 89101
Sec. 10.30 Hard Hats. 89101
Sec. 10.35 Operations in the Public Way. 90102
Sec. 10.40 Office Safety. 91103
Sec. 10.45 Ladders and Scaffolding. 92104
Sec. 10.50 Use of Head Sets or Earbuds. 93105
Sec. 10.55 Working in Cold and Hot Weather. 93105
Sec. 10.60 Hazardous Communications Policy. 94106
Sec. 10.65 Bloodborne Pathogen Policy. 95107

INDEX **98110**

TABLE OF CONTENTS **103121**

19.C. Resolution No. R24-138 approving collective bargaining agreement with Columbus Police Department Fraternal Order of Police, Lodge No. 72 effective December 1, 2024, through December 31, 2029.

RESOLUTION NO. R24-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72, EFFECTIVE DECEMBER 1, 2024, THROUGH DECEMBER 31, 2029, 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.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the collective bargaining agreement with the City of Columbus Police Department Fraternal Order of Police, Lodge No. 72, effective December 1, 2024, through December 31, 2029, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232 Fax (402) 563-1380

MEMORANDUM

DATE: November 26 ,2024

FROM: Tara Vasicek, City Administrator

TO: City Council and Mayor

RE: Police Union Employees Contract

RECOMMENDATION:

Approve the amended contract with the Columbus Police Union.

DISCUSSION:

The Police Chief, Human Resources Director and I have been meeting with representatives of the Police Union over the past few months to negotiate a few updated terms of their contract. All of the updates on based on comparability with the other cities as outlined in the agreement.

CONCURRENCE:

By: Charles L. Sherer
Charles Sherer, Police Chief

By: Tammy Orender
Tammy Orender, Human Resources Director

SIGNATURE:

By: _____

EQUAL HOUSING OPPORTUNITY

CITY OF COLUMBUS, NEBRASKA
AND
CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72.
COLLECTIVE BARGAINING AGREEMENT
DECEMBER 1, 2024 THROUGH DECEMBER 31, 2029

TABLE OF CONTENTS

ARTICLE 1 ..... **4**
1.1 AGREEMENT 4
ARTICLE 2 ..... **4**
2.1 PURPOSE 4
ARTICLE 3 4
3.1 RECOGNITION 4
ARTICLE 4 ..... **4**
4.1 COMPLETE AGREEMENT 4
4.2 CITY PERSONNEL MANUAL 4
ARTICLE 5 ..... **5**
5.1 SAVING PROVISION 5
ARTICLE 6 5
6.1 CHOICE OF LAW 5
ARTICLE 7 5
7.1 DURATION OF AGREEMENT 5
ARTICLE 8 ..... **5**
8.1 PROHIBITION OF DISCRIMINATION 5
8.2 UNION MEMBERSHIP 5
ARTICLE 9 6
9.1 WORK STOPPAGES AND DISRUPTIONS 6
ARTICLE 10 6
10.1 COMMISSION OF INDUSTRIAL RELATIONS (CIR) 6
ARTICLE 11 6
11.1 MEETINGS AND BULLETIN BOARDS 6
ARTICLE 12 6
12.1 GRIEVANCE PROCEDURE 6
12.2 LIMITATIONS 6
12.3 DECISION APPEAL 7
ARTICLE 13 ..... **7**
13.1 INQUIRIES, ALLEGATIONS, AND INTERNAL AFFAIRS INVESTIGATIONS 7
ARTICLE 14 ..... **8**
14.1 POLYGRAPH EXAMINATIONS 8
ARTICLE 15 ..... **8**
15.1 RESIDENCY REQUIREMENT 8
ARTICLE 16 ..... **8**
16.1 TOUR OF DUTY 8
ARTICLE 17 ..... **9**
17.1 WAGES 9
17.2 ADVANCEMENT ON THE PAY SCALE 10
17.3 DIRECT DEPOSIT OF PAY ..... .10
ARTICLE 18 ..... **10**
18.1 RECALL TO DUTY 10

ARTICLE 19 ..... **10**
19.1 OVERTIME 10
19.2 HOURS WORKED 11
19.3 OVERTIME COMPENSATION 11
19.4 COURT APPEARANCES AND EMERGENCY CALL-BACK 11
19.5 WORK SHIFTS 11
ARTICLE 20 ..... **12**
20.1 VACATION 12
ARTICLE 21 ..... **12**
21.1 COMPENSATORY TIME 12
21.2 COMPENSATORY TIME SELL BACK 13
ARTICLE 22 ..... **13**
22.1 SICK LEAVE 13
ARTICLE 23 ..... **13**
23.1 EDUCATIONAL INCENTIVE 13
23.2 TUITION REIMBURSEMENT 13
ARTICLE 24 ..... **14**
24.1 SHIFT DIFFERENTIAL 14
ARTICLE 25 ..... **15**
25.1 FIELD TRAINING COMPENSATION 15
25.2 SPECIALTY PAY 15
ARTICLE 26 ..... **16**
26.1 ON CALL COMPENSATION 16
26.2 CELL PHONE STIPEND 16
ARTICLE 27 ..... **16**
27.1 HOLIDAYS 16
ARTICLE 28 ..... **17**
28.1 UNIFORMS, EQUIPMENT PURCHASES, & MAINTENANCE ALLOWANCE ... 17
28.2 BALLISTIC VESTS 17
28.3 QUARTERMASTER ACCOUNT 17
ARTICLE 29 ..... **18**
29.1 PAYROLL DEDUCTION 18
ARTICLE 30 ..... **18**
30.1 ELIGIBILITY LIST 18
ARTICLE 31 ..... **18**
31.1 REST PERIODS 18
ARTICLE 32 ..... **18**
32.1 TRAVEL TIME 18
ARTICLE 33 ..... **19**
33.1 INSURANCE 19
ARTICLE 34 ..... **19**
34.1 TEMPORARY SHIFT LEADER 19
ARTICLE 35 ..... **20**
35.1 COMPASSIONATE LEAVE 20
ARTICLE 36 ..... **20**
36.1 ACCEPTANCE OF AGREEMENT 20

ARTICLE 1
1.1 AGREEMENT

This Agreement is entered into by and between the City of Columbus, Nebraska, hereinafter referred to as the "Employer," and Fraternal Order of Police, Lodge No. 72, hereinafter referred to as the "Union."

ARTICLE 2
2.1 PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union which consists of Sergeants, Police Officers, or any other Civil Service rank below the rank of Captain; to maintain and increase individual productivity and quality of services; to prevent interruptions of work and interference with the efficient operation of the Columbus Police Department; and to provide an orderly and prompt method of handling and processing grievances. All portions of this Agreement shall be interpreted in such a manner as to further this purpose.

ARTICLE 3
3.1 RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time Sergeants, Police Officers, or any other Civil Service rank below the rank of Captain employed by the City of Columbus, Nebraska.

ARTICLE 4
4.1 COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the complete and entire Agreement between the Employer and the Union and supersedes all previous agreements. There are no oral agreements, nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. Negotiations shall not be reopened on any subject, whether contained herein or not, during the life of this Agreement, unless agreed upon by both parties. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. The Employer and Union agree to abide by the current Employer's personnel policies and procedures, except where this agreement invokes different policies and procedures.

4.2 CITY PERSONNEL MANUAL

The current Columbus City Personnel Manual in City Ordinance, is considered part of this Agreement and is Attachment 1.

ARTICLE 5
5.1 SAVING PROVISION

If any provision of this Agreement is declared by proper legislature, administrative, or judicial authority to be void, unlawful, unenforceable, or not in accordance with applicable Civil Service rules, or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6
6.1 CHOICE OF LAW

This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE 7
7.1 DURATION OF AGREEMENT

This Agreement shall be in effect from December 1, 2024 through December 31, 2029. This Agreement shall automatically continue in effect beyond December 31, 2029, except that, after December 31, 2029, this Agreement may be terminated by the following manner:

By both parties agreeing to termination; or

By the making of a new contract between the Employer and the exclusive bargaining agent for the bargaining unit members covered by this Agreement.

ARTICLE 8
8.1 PROHIBITION OF DISCRIMINATION

All provisions of this Agreement shall be applied to all Employees in the bargaining unit without discrimination as to sex, race, color, age, religion, disability, veteran status, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

8.2 UNION MEMBERSHIP

The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of unit Employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at any time.

ARTICLE 9
9.1 WORK STOPPAGES AND DISRUPTIONS

A Union member participating in work stoppages and/or disruptions will be subject to disciplinary measures.

ARTICLE 10
10.1 COMMISSION OF INDUSTRIAL RELATIONS (CIR)

As a result of negotiations, and in consideration of this entire Collective Bargaining Agreement, the Union, on behalf of all of its members, and the Employer, hereby knowingly, intelligently, and voluntarily waive their right to file any proceedings with the Commission of Industrial Relations, or any Court within the State of Nebraska, alleging lack of comparability with respect to any wages, fringe benefits, or any other conditions of employment with respect to the term of the contract (December 1, 2019 through December 31, 2024) covered by this Agreement. If one of the parties allegedly violates a contract right, the Union or the Employer will be free to file a proceeding with the Commission of Industrial Relations or with a court of competent jurisdiction, or to submit the issue to arbitration. However, if the Union or the Employer chooses to submit the issue to arbitration, the other party must agree to such submission. A court's jurisdiction or the jurisdiction of the Nebraska Commission of Industrial Relations (CIR) will not be defeated or nullified in such a proceeding by the other party requesting arbitration after a petition has been filled.

ARTICLE 11
11.1 MEETINGS AND BULLETIN BOARDS

Except when scheduled for Columbus Police Department operations, the Employer agrees to allow the Union the use of Department facilities for meetings. The Employer agrees to allow the Union to post and maintain a bulletin board in the Police Officers Report Room or other agreed upon location for Union activities and information.

ARTICLE 12
12.1 GRIEVANCE PROCEDURE

A grievance is hereby jointly defined to be any claim, request, or complaint by any Employee or the union regarding the application of the specific terms of this Agreement.

12.2 LIMITATIONS

The grievance procedure, as outlined in Section 6.25 of Employer's Personnel Policy Manual, shall not be used to change any provisions of this Agreement or any provisions of the personnel rules, regulations, or governing resolutions established by the Employer.

The grievance procedure described in Section 6.25 of the current Employer's Personnel Policy Manual shall govern the grievance process.

12.3 DECISION APPEAL

It is specifically acknowledged by both parties to this Agreement that any aggrieved party is not precluded from appealing a final decision rendered pursuant to this grievance procedure to any court of competent jurisdiction.

ARTICLE 13
13.1 INQUIRIES, ALLEGATIONS, AND INTERNAL AFFAIRS INVESTIGATIONS

At no time will any employee of the Columbus Police Department randomly view recorded video events for the purpose of seeking disciplinary action. If a written or verbal complaint against an employee has been received from a named complainant, either internally or externally, any member of the employee's chain of command may review the recorded incident to determine the validity of a complaint prior to initiating an Alligation, Inquiry, Commendation.

The Employer agrees that the affected Employee's immediate Supervisor shall investigate any inquiry or allegation unless it involves a possible violation of the law or civil rights, or insubordination to the level that the Supervisor deems it necessary to refer the inquiry or allegation to the next level of command. In the event an investigation is initiated, the Supervisor shall notify the affected Employee in writing of the investigation if such notification is not detrimental to the investigation. The affected Employee shall receive such written notification within three (3) of his/her working days. Thereafter, the Supervisor shall notify the affected Employee of the status of the investigation at least every thirty (30) days until the investigation is completed.

In the event an inquiry or allegation is referred or directly assigned to an Internal Affairs Investigator, the Investigator shall notify the affected Employee in writing of such referral or direct assignment if not detrimental to the investigation. The affected Employee shall receive such written notification within three (3) of his/her working days. Thereafter, the Investigator shall notify the affected Employee of the status of the investigation at least every thirty (30) days until the investigation is completed.

Following the completion of an inquiry, allegation, or internal affairs investigation by either a Supervisor or an Internal Affairs Investigator, the affected Employee shall have the right to appeal any disciplinary action in accordance with the Employer's Personnel Policy Manual.

The Employer agrees that failure to comply with the notification procedure shall result in the Supervisor's or Internal Affairs Investigator's being disciplined according to Section 6.35 of the Employer's Personnel Policy Manual. If a Supervisor or an Internal Affairs

Investigator fails to comply with the notification procedure, the Employer agrees to provide the affected Employee with written proof of the discipline as soon as practicable. The Union agrees that delays in the notification procedure will not be a detrimental factor in the outcome of an inquiry or internal affairs investigation.

The Employer agrees that, when possible, no Employee of the same rank or title as the affected Employee will be assigned to investigate any part of an inquiry, internal affairs allegation, or criminal incident. Furthermore, the Employer agrees that, when possible, no Police Officer or Investigator will be assigned to investigate any part of an inquiry, internal affairs allegation, or criminal incident involving an employee of the Columbus Police Department. This restriction shall not include misdemeanor incidents directly involving family members of Columbus Police Department employees.

However, in the event circumstances do require an Employee to respond to and initiate an investigation, the Employer agrees that the responding and investigating Employee shall be relieved of these duties as soon as a Supervisor or an Internal Affairs Investigator of the appropriate command level arrives at the scene.

ARTICLE 14
14.1 POLYGRAPH EXAMINATIONS

If an employee is required to submit to a polygraph examination as part of an internal investigation, the employee shall be allowed to request and be granted an independent polygraph examiner not affiliated with the Department. If used, the polygraph examiner must be mutually agreed upon by the Employer and the Employee.

Questions asked during the polygraph examination shall be narrow in scope, and only involve the topic of the current investigation.

If the Employee requests an independent polygraph examiner and there are delays due to scheduling the appointment, the Employer shall be allowed reasonable additional time to complete the investigation.

ARTICLE 15
15.1 RESIDENCY REQUIREMENT

No requirement

ARTICLE 16
16.1 TOUR OF DUTY

Generally, an Employee's tour of duty begins and ends on the appointed hour(s) at a point of assembly (usually the police vehicle). Special circumstances may occasionally require an Employee to respond directly to an incident location; however, these special circumstances will be considered unusual and outside the scope of the general policy.

Off-duty Employees may use on-duty police personnel and vehicles for the purpose of transportation to and from work; however, this transportation is at the convenience of the Police Department. On-duty personnel are subject to radio calls, special assignments, or self-initiated police activity. These are not reasons, of themselves, to justify either an off-duty Employee's tardiness or overtime. Supervisory personnel may authorize the overtime of an off-duty Employee on an individual basis

When Employees make use of a City vehicle to begin their workday, their coverage under worker's compensation begins when they begin their duties for the day by entering the City vehicle.

ARTICLE 17
17.1 WAGES

The pay schedules for the job titles covered by this Agreement for the period October 1, 2024, through September 30, 2027, are set forth in Attachment A of this agreement.

The pay schedules for the job titles covered by this Agreement for each fiscal year covered by this Agreement shall be established each year as computed by the following methodology:

a. Array.
   The array to be used for the positions covered by this Agreement shall consist of the cities of Beatrice, Fremont, Norfolk, Kearney, Hastings, and North Platte.

b. Survey.
   Each year, a survey document shall be prepared by the Human Resource Director of each city named above of the maximum salary data on an annual basis for the positions covered by this Agreement. For each city in the array, the survey shall request the actual salaries in effect on May 1st of that year. The Human Resources Director will provide a summary survey document to the President of the FOP and the City Administrator no later than May 1st which includes the analysis as provided below.

c. Analysis.
   Mean- The four highest wages per position from the array of cities shall be summed and divided by four. This step will identify the mean or average salary of the top four wages per position in the array for determining the maximum compensation per position.

   Wage Adjustment-following the May survey, during the annual budget preparation, the city council will make a determination on a wage adjustment based on a survey of comparable cities. This determination of a wage adjustment shall be used to determine the target below.

Target-the target compensation shall be determined by the mean, as defined above, and then adding the Wage Adjustment percentage based on comparability as used by the City for all non-union employees. The percentage increase in the maximum wage determined here shall be applied to all steps within the pay schedule.

If any number should show a negative number, that number shall be interpreted as a zero (0). If the target should indicate a zero (0) increase, the wage shall remain frozen until such time as the calculation indicates an increase is warranted.

All increases in pay shall be effective October 1st of each year.

17.2 ADVANCEMENT ON THE PAY SCALE.

When Police Officer trainees have successfully completed the Columbus Police Department's Field Training Program, they will move to Step Two (2) of the pay scale. At the end of twelve (12) months of satisfactory employment, they will move to Step Three (3) of the pay scale.

Thereafter, Employees will receive at least a one (1) step increase on their anniversary date unless the Employee's work performance does not meet the requirements of the position as documented in Section 12 of the Employer's Performance Evaluation Form. Except for purposes of discipline or reduction in force, no Employee shall be moved to a lower step at the beginning of a contract year, whether for purposes of recalculating the base rate or step rate of pay.

17.3 DIRECT DEPOSIT OF PAY

All employees covered by this contract will be paid by direct deposit.

ARTICLE 18
18.1 RECALL TO DUTY

All Employees are subject to recall to duty, upon notification, for emergencies at the discretion of the Police Chief, or in the Chief's absence, the Chief's designee. In such instances, affected Employees shall receive compensation in accordance with this Agreement.

ARTICLE 19
19.1 OVERTIME.

If requested to work overtime, Employees will be expected to do so unless excused for good cause.

19.2 HOURS WORKED.

Overtime hours are based on hours worked in excess of eighty (80) hours in the designated two-week pay period for Employees working twelve (12) hour shifts, and forty (40) hours in a one-week period for Employees working eight (8) or ten (10) hour shifts.

Sick leave, compensatory time, military leave, jury duty, funeral leave, workers compensation, compassionate leave, and disciplinary administrative leave hours-used shall not be considered as hours worked for the purposes of calculating overtime.

Holiday hours will be counted as worked hours for overtime calculations.

Vacation and procedural administrative leave hours are counted as hours worked for the purpose of overtime calculations. If an employee is placed on procedural administrative pending an investigation and that investigation finds wrong doing on the part of the employee wherein disciplinary actions is taken, then that administrative leave shall not be counted as hours worked for the purposes of overtime calculations.

19.3 OVERTIME COMPENSATION.

Overtime pay at the rate of one and one-half (1 1/2) times the regular hourly rate of pay shall be paid as follows regardless of whether forty (40) or eighty (80) worked hours accrued in the pay period.

19.4 COURT APPEARANCES AND EMERGENCY CALL-BACK

For all time worked as a result of being called to work other than when normally scheduled, during an emergency, or for official court appearances. The Employee shall receive a minimum of two (2) hours guaranteed overtime pay or one and one-half (1-1/2) times the regular rate of pay for the actual hours worked, whichever is greater.

Employees shall have the option to receive a minimum of two (2) hours of pay for all time worked as a result of being called to work for any scheduled work details, meetings, and training sessions. Employees may elect to work for less than two (2) hours; in such cases, they shall receive the actual hours worked as compensation. The Union agrees that when Employees elect to receive the two (2) hour minimum, they shall work for a minimum of two (2) hours. Except for emergencies, the Employer agrees that Employees on any scheduled work details, meetings, and training sessions will not be required to perform any duties that may likely require them to work for more than the two (2) hour minimum.

Hours worked for scheduled mandatory meetings, and mandatory training sessions are not guaranteed at an overtime rate.

Employees shall not be ordered off the job before the end of the pay period to avoid payment of regular rate or overtime compensation.

Hours worked for selective enforcement, grants, and special duty such as football games, basketball games, or other security details are guaranteed at an overtime rate and for a minimum of two (2) hours overtime pay.

Overtime hours must have the approval of a Supervisor and should be approved in advance whenever possible. Approval shall be indicated by the Supervisor initialing the Employee's time sheet.

19.5 WORK SHIFTS

Work Shifts

Uniformed Patrol Officers and Sergeants will work 12 hour shifts. During a normal 2 week pay period officers and sergeants will under normal circumstances work six 12 hour shifts and one 8 hour shift as staffing permits. Investigators/ Detectives and the Investigations Sergeant will work four 10 hour shifts per week. School Resource Officers will generally work 8 hours shifts. The union recognizes that during times of emergency and extreme manpower shortages that schedules may be altered to assure coverage.

ARTICLE 20

20.1 VACATION

The Union and the Employer agree to abide by Section 5.00 of the Employer's Personnel Policy Manual.

ARTICLE 21

21.1 COMPENSATORY TIME

In lieu of pay for overtime, an Employee may be granted compensatory time upon approval of the department head. If hours worked are eligible for overtime pay, one and one-half (1 1/2) hours of compensatory time will accrue for each overtime hour. If the hours over forty (40) or eighty (80) hours are not eligible for overtime, one (1) hour of compensatory time will be banked for each hour worked. The maximum accumulation limit of compensatory time shall be 280 hours.. Should an Employee accrue over the maximum limit of compensatory time, the excess will be automatically paid out with the next paycheck.

Any Employee that has accrued compensatory time shall, upon termination of employment, be paid for such hours of unused compensatory time at the higher of his/her final regular rate of pay or the average regular rate during his/her last three years of employment, which ever rate of pay is higher.

21.2 COMPENSATORY TIME SELL BACK

Upon the Employee's written request to his or her Department Head, received no later than October 1 of each year, accumulated compensatory time of up to fifty (50) hours annually shall be paid to the Employee in cash on the first paycheck in November of each year.

The exception to this is the separation of employment with the City, in which case all unused compensatory time accumulated will be paid.

ARTICLE 22
22.1 SICK LEAVE

The Union and the Employer agree to abide by Section 5.20 of the Employer's Personnel Policy Manual.

ARTICLE 23
23.1 EDUCATIONAL INCENTIVE

The Employer agrees to pay a monthly educational incentive to all Employees who have completed college course work at recognized institutions. The rate of pay shall be twenty-five dollars ($25.00) to Employees who have completed an Associates Degree or one-half of a Bachelors Degree Program; sixty-five ($65.00) to Employees who have completed a Bachelors Degree; and ninety dollars ($90.00) to Employees who have completed a Masters Degree.

23.2 TUITION REIMBURSEMENT.

The Employer agrees to reimburse Employees eighty percent (80%) of tuition, books, and fees, subject to the following conditions:

Only full-time Employees are eligible and must have completed one continuous calendar year of employment;

The Employee must enroll with a recognized and accredited college, university, technical school, correspondence school, or the equivalent thereof;

The continuing education courses must occur while off-duty;

The course must be satisfactorily completed, and receipts for tuition, books, and fees must be submitted as a basis on which to compute the refund;

Except when financial constraints or changes in service require reductions in force, the Employer shall, for each instance in which education reimbursement is sought, approve

the course and such reimbursement if the Employee meets each of the above conditions;

Where the Employee is already receiving outside tuition or scholarship assistance, the Employer will make the reimbursement for education costs to the extent that the total payments received by the Employee from all sources do not exceed one hundred percent (100%) of the total course cost; and

The Employee shall only be allowed a maximum of five hundred dollars ($500.00) per calendar year; however, there shall be no limit to the lifetime maximum benefit.

In the event an Employee chooses to terminate his or her employment, the following reimbursement schedule shall apply:

If within one year from the date of tuition reimbursement, the Employee shall reimburse the Employer one hundred percent of such reimbursement.

If within two years from the date of tuition reimbursement, the Employee shall reimburse the Employer fifty percent of such reimbursement.

If within three years from the date of tuition reimbursement, the Employee shall reimburse the Employer twenty-five percent of such reimbursement. After three years, no reimbursement by the employee is required.

ARTICLE 24

24.1 SHIFT DIFFERENTIAL

A per hour differential credit will be paid to Employees who work between 6 p.m. and 6 a.m. This compensation will be paid on each payday.
For the years 2025 and 2026 this credit will be seventy-five cents ($0.75) per hour.
For the years 2027 and 2028 it shall be one dollar ($1.00) per hour.

An Employee may choose to have differential hours added to their compensatory time bank, recognizing that hours added to the compensatory time bank do not have a pay rate attached to them and that compensatory hours are redeemed at what is the current rate of pay when later removed from the compensatory time bank.

ARTICLE 25

25.1 FIELD TRAINING COMPENSATION.

Field Training Officers shall receive twenty hundredths (0.20) of an hour of compensatory time for every hour he/she trains or supervises a Police Officer trainee. Approval of the compensatory time shall be indicated by a Supervisor of the Field Training Program initialing the Field Training Officer's time sheet.

25.2 SPECIALTY PAY

Employees who are assigned to specialized roles shall be compensated with Specialty Pay based on a tiered system. The Chief of Police and their designee have the sole discretion to appoint employees to special positions and to remove them at any time with or without cause. In order to receive Specialty Pay, employees must be in good standing with the Department and be actively assigned to and fulfilling the responsibilities of a role as defined by the Department.

Tier 1 roles shall be compensated at a rate of eight hundred thirty-two dollars ($832) per year and include the following: Criminal Investigator, Drug Recognition Expert, K9 Officer, Firearms Instructor, Defensive Tactics Instructor, and Polygraph Examiner.

Tier 2 roles shall be compensated at a rate of six hundred twenty-four dollars ($624) per year and include the following: Taser Instructor, Less Lethal Instructor, EVO Instructor, Tactical Medical Instructor, Accident Reconstruction Investigator and Active Shooter Instructor, DARE/Great Instructor, Intern Coordinator, Apprentice Coordinator and Datamaster Maintenance Officer.

Tier 3 roles shall be compensated at a rate of four hundred sixteen dollars ($416) per year and include the following: Anti-bias instructor, Drone Pilot, Quartermaster, LIDAR Instructor, Robot Tech, Grant Coordinator, Arrest, Search & Seizure Instructor, De-escalation Instructor, Active Task Force Member and Shield Instructor.

Employees may be paid for up to two (2) tiers at a time, which will be comprised of the two (2) highest tiers for which they are assigned. Specialty Pay shall be distributed semi-annually on regular paychecks in October and April. Employees who are assigned a new specialty role shall be paid a pro-rated amount equal to one twelfth (1/12) of the yearly tier amount per month until the next semi-annual Specialty Pay. An employee's date of assignment must have been on or before the 15th day of the month to receive credit for that month's Specialty Pay.

ARTICLE 26
26.1 ON CALL COMPENSATION

A designated Investigator shall be required to be available for call back to duty during each twenty-four (24) hour period. The designated Investigator shall receive three (3) hours pay at his/her regular rate of pay for the twenty-four (24) hour period that he/she had on call responsibility. The provisions of this contract, Article 15 and Columbus Police Department Standard Operating Procedures Manual Administrative Order 1-1, Use of Intoxicants, shall prevail. Any Employee who is designated to be on call and is similarly restricted shall be compensated at an equivalent rate. The K-9 Handler and designated Criminal Investigator shall receive Back Up Pager Compensation of $166 a month.

26.2 CELL PHONE STIPEND

Officers, by virtue of the duty assignment, and designated by the Police Chief or his/her designee, shall receive a cell phone stipend in the amount of $10.00 per month.

ARTICLE 27
27.1 HOLIDAYS

Ten (11) holidays will be observed as listed below:

New Year's 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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Employee's Birthday	Actual Date
Personal Holiday	To Be Scheduled with Supervisor

Employees are entitled to paid leave in observance of these holidays. The pay shall be equal to the number of normally scheduled work hours for the Employee's shift at the regular rate of pay. In addition, an Employee may take two (2) hours of holiday time one (1) day per year to attend a religious observance of his/her faith.

An Employee terminating before the actual holiday is not eligible for holiday pay. A holiday which 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.

Employees scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday as a part of the Employee's holiday compensation. The Employee will also receive one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday. Employees whose birthdays fall on one of the other observed holidays shall observe their birthdays on the following day.

For the purpose of uniformity in payroll processing, the hours qualifying for holiday pay will be those hours which are worked between 6 a.m. of the day of the holiday and through 6 a.m. of the day following the holiday itself.

ARTICLE 28

28.1 UNIFORMS, EQUIPMENT PURCHASES, AND MAINTENANCE ALLOWANCE

The Employer shall furnish all required uniforms and equipment, excluding footwear and undergarments. While Employees will provide input on uniforms and equipment, final purchasing responsibility rests with the Police Chief.

28.2 BALLISTIC VESTS

The Employer shall ensure that every Employee is furnished with a ballistic vest that does not exceed the manufacturer's expiration or recommended replacement date.

28.3 QUARTERMASTER ACCOUNT

The Employer shall maintain a Quartermaster System with a monthly compensation credit being accrued at the rate of forty-eight ($48.00) dollars for Police Officers or any other rank below the rank of Captain, and fifty-six ($56.00) dollars for Investigators. Employees may use their Quartermaster Account to purchase police or job-related equipment and services subject to approval by the Police Chief. Employees will be authorized to purchase at least two (2) approved handguns during the term of their employment. In the event an Employee is denied authorization to purchase an item, the Employee may file a grievance in accordance with this Agreement. Any Employee, upon termination of employment, shall be paid the balance of his/her account.

Items purchased with the quartermaster account are considered property of the Employee and considered taxable income by the Internal Revenue Service code.

ARTICLE 29
29.1 PAYROLL DEDUCTION

Employees may use payroll deduction for the following programs and for any programs that the Employer may add during the term of this Agreement:

Health Insurance	Life Insurance (Term & Whole Life)
Union Dues	Credit Union
Pension	Flexible Benefit Plan
Deferred Compensation	Dental Insurance

ARTICLE 30
30.1 ELIGIBILITY LIST

The Employer agrees to maintain a Civil Service eligibility list for the position of Police Officer as delineated by Nebraska law. (120) days. The City agrees to move expeditiously to fill all vacancies and that budgetary concerns should not slow the process.

ARTICLE 31
31.1 REST PERIODS

The Employer shall endeavor to provide Employees working eight and ten hour shifts a forty-five minute and two fifteen minute rest periods during a shift.

The Employer shall endeavor to provide Employees working twelve-hour shifts one one-hour, and one forty-five minute rest period during a shift.

All rest periods are to be considered time worked and all Employees are to be considered on an on-call status.

ARTICLE 32
32.1 TRAVEL TIME

The Union and Employer agree to follow Section 4.15 of the City Personnel Policy Manual with the exception:

Time spent traveling to and from other cities on required assignment is counted as hours worked regardless of the time of day spent traveling. Travel and work that extends over a 24-hour period, such as a multi-day educational seminar held outside of Columbus, requires a written plan of travel hours to be given to the Police Chief or his/her designee for written approval.

ARTICLE 33
33.1 INSURANCE

The Employer agrees to provide Employer-paid long-term disability, life insurance, and single health insurance. The Employer agrees to offer each eligible Employee a "family plan" of hospital and medical insurance coverage. The Employer shall pay eighty-four percent (84%) of the premium and provide a health plan substantially the same as that in effect on December 1, 2019.

The Employer shall pay ninety-three percent (93%) of the premium for the single health coverage for each covered plan year. It is agreed that the Union will provide two representatives for the Health Committee. Any future changes to the health plan, dental plan and or the premium structure for both plans will be approved through this committee and the Union and the Employer will abide by the decision of this committee, pending City Council approval. The City administration will fully support the recommendations of the Health Committee.

The employer agrees to add the opportunity for those employees age 50 or over who retire with at least 20 years of service to continue on the City of Columbus Health Plan after retirement by paying the full premium for themselves and/or their eligible dependents. It is further stipulated that the eligible employee and /or his/her eligible dependents must first use up COBRA eligibility before being added back to the City's billing system, and that eligibility for the employee and/or eligible dependents will cease upon the employee and/or eligible dependents becoming qualified for the Medicare Program.

The Employer agrees to provide Employer-paid single dental insurance. The Employer agrees to offer each eligible Employee a "family plan" of dental insurance coverage. The Employee shall pay the difference in premium between the single and family dental insurance. The Employer shall provide a dental plan substantially the same as that in effect on December 1, 2019.

ARTICLE 34
34.1 TEMPORARY SHIFT LEADER

When the assigned duty sergeant in the patrol division will be absent for at least one hour, the next most senior officer will be designated as the Shift Leader, The Shift Leader shall be paid an additional three dollars ($3.00) per assignment hour. This compensation will be paid each payday.

An Employee may choose to have temporary shift leader hours added to their compensatory time bank, recognizing that hours added to the compensatory time bank do not have a pay rate attached to them and that compensatory hours are redeemed at what is the current rate of pay when later redeemed from the compensatory time bank.

ARTICLE 35
35.1 COMPASSIONATE LEAVE

An Employee will be eligible for up to three shifts off instead of 24 hours as stated in the Compassionate Leave policy Section 5.90 of the City Personnel Manual.

ARTICLE 36
36.1 ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties have set their hands this 8th day of November, 2019.

For the CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72.

Union Representative

For the City Of Columbus:

Mayor

Index

Acceptance of Agreement	20
Advancement on the Pay Scale	10
Agreement	4
Ballistic Vests	17
Cell Phone Stipend	16
Choice of Law	5
City Personnel Manual	4
Commission of Industrial Relations	6
Compensatory Time	12
Compassionate Leave	20
Complete Agreement	4
Court Appearances	11
Duration of Agreement	5
Direct Deposit	10
Educational Incentive	13
Eligibility List	18
Emergency Call-Back	11
Equipment Purchases	17
Field Training Compensation	15
Funeral Leave	11
Grievance Procedure	6
Holidays	16
Hours Worked	11
Insurance	19
Internal Affairs	7
Meetings and Bulletin Boards	6
On Call Compensation	16
Overtime Compensation	11
Payroll Deduction	18
Polygraph Examinations	8
Prohibition of Discrimination	5
Purpose	4

Quartermaster	17
Recall to Duty	10
Recognition	4
Residency Requirement	8
Rest Periods	18
Saving Provision	5
Shift Differential	14
Sick Leave	13
Temporary Shift Leader	19
Tour of Duty	8
Travel Time	18
Tuition Reimbursement	13
Uniforms	17
Union Membership	5
Vacation	12
Wages	9
Work Stoppages and Disruptions	6

CITY OF COLUMBUS, NEBRASKA
AND
CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72.
COLLECTIVE BARGAINING AGREEMENT
DECEMBER 1, 2024~~19~~ THROUGH DECEMBER 31, 2029~~24~~

TABLE OF CONTENTS

ARTICLE 1 ..... **4**
1.1 AGREEMENT 4
ARTICLE 2 ..... **4**
2.1 PURPOSE 4
ARTICLE 3 4
3.1 RECOGNITION 4
ARTICLE 4 ..... **4**
4.1 COMPLETE AGREEMENT 4
4.2 CITY PERSONNEL MANUAL 4
ARTICLE 5 ..... **5**
5.1 SAVING PROVISION 5
ARTICLE 6 5
6.1 CHOICE OF LAW 5
ARTICLE 7 5
7.1 DURATION OF AGREEMENT 5
ARTICLE 8 ..... **5**
8.1 PROHIBITION OF DISCRIMINATION 5
8.2 UNION MEMBERSHIP 5
ARTICLE 9 6
9.1 WORK STOPPAGES AND DISRUPTIONS 6
ARTICLE 10 6
10.1 COMMISSION OF INDUSTRIAL RELATIONS (CIR) 6
ARTICLE 11 6
11.1 MEETINGS AND BULLETIN BOARDS 6
ARTICLE 12 6
12.1 GRIEVANCE PROCEDURE 6
12.2 LIMITATIONS 6
12.3 DECISION APPEAL 7
ARTICLE 13 ..... **7**
13.1 INQUIRIES, ALLEGATIONS, AND INTERNAL AFFAIRS INVESTIGATIONS 7
ARTICLE 14 ..... **8**
14.1 POLYGRAPH EXAMINATIONS 8
ARTICLE 15 ..... **8**
15.1 RESIDENCY REQUIREMENT 8
ARTICLE 16 ..... **8**
16.1 TOUR OF DUTY 8
ARTICLE 17 ..... **9**
17.1 WAGES 9
17.2 ADVANCEMENT ON THE PAY SCALE 9
17.3 DIRECT DEPOSIT OF PAY 9
ARTICLE 18 ..... **9**
18.1 RECALL TO DUTY 9

ARTICLE 19 ..... **10**
19.1 OVERTIME 10
19.2 HOURS WORKED 10
19.3 OVERTIME COMPENSATION 10
19.4 COURT APPEARANCES AND EMERGENCY CALL-BACK 10
19.5 WORK SHIFTS 11
ARTICLE 20 ..... **11**
20.1 VACATION 11
ARTICLE 21 ..... **11**
21.1 COMPENSATORY TIME 11
21.2 COMPENSATORY TIME SELL BACK 12
ARTICLE 22 ..... **12**
22.1 SICK LEAVE 12
ARTICLE 23 ..... **12**
23.1 EDUCATIONAL INCENTIVE 12
23.2 TUITION REIMBURSEMENT 12
ARTICLE 24 13
24.1 SHIFT DIFFERENTIAL 13
ARTICLE 25 ..... **14**
25.1 FIELD TRAINING COMPENSATION 15
25.2 SPECIALTY PAY 15
ARTICLE 26 ..... **16**
26.1 ON CALL COMPENSATION 16
26.2 CELL PHONE STIPEND 16
ARTICLE 27 ..... **16**
27.1 HOLIDAYS 16
ARTICLE 28 ..... **17**
28.1 UNIFORMS, EQUIPMENT PURCHASES, & MAINTENANCE ALLOWANCE ... 17
28.2 BALLISTIC VESTS 17
28.3 QUARTERMASTER ACCOUNT 17
ARTICLE 29 16
29.1 PAYROLL DEDUCTION 16
ARTICLE 30 ..... **16**
30.1 ELIGIBILITY LIST 16
ARTICLE 31 ..... **16**
31.1 REST PERIODS 16
ARTICLE 32 ..... **16**
32.1 TRAVEL TIME 16
ARTICLE 33 ..... **17**
33.1 INSURANCE 17
ARTICLE 34 ..... **17**
34.1 TEMPORARY SHIFT LEADER 17
ARTICLE 35 ..... **18**
35.1 COMPASSIONATE LEAVE 18
ARTICLE 36 ..... **18**

36.1 ACCEPTANCE OF AGREEMENT 18

ARTICLE 1
1.1 AGREEMENT

This Agreement is entered into by and between the City of Columbus, Nebraska, hereinafter referred to as the "Employer," and Fraternal Order of Police, Lodge No. 72, hereinafter referred to as the "Union."

ARTICLE 2
2.1 PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union which consists of Sergeants, Police Officers, or any other Civil Service rank below the rank of Captain; to maintain and increase individual productivity and quality of services; to prevent interruptions of work and interference with the efficient operation of the Columbus Police Department; and to provide an orderly and prompt method of handling and processing grievances. All portions of this Agreement shall be interpreted in such a manner as to further this purpose.

ARTICLE 3
3.1 RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time Sergeants, Police Officers, or any other Civil Service rank below the rank of Captain employed by the City of Columbus, Nebraska.

ARTICLE 4
4.1 COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the complete and entire Agreement between the Employer and the Union and supersedes all previous agreements. There are no oral agreements, nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. Negotiations shall not be reopened on any subject, whether contained herein or not, during the life of this Agreement, unless agreed upon by both parties. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. The Employer and Union agree to abide by the current Employer's personnel policies and procedures, except where this agreement invokes different policies and procedures.

4.2 CITY PERSONNEL MANUAL

The current Columbus City Personnel Manual in City Ordinance, is considered part of this Agreement and is Attachment 1.

ARTICLE 5
5.1 SAVING PROVISION
If any provision of this Agreement is declared by proper legislature, administrative, or judicial authority to be void, unlawful, unenforceable, or not in accordance with applicable Civil Service rules, or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6
6.1 CHOICE OF LAW

This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE 7
7.1 DURATION OF AGREEMENT

This Agreement shall be in effect from ~~December~~ December 1, 202~~419~~ through December 31, 202~~94~~. This Agreement shall automatically continue in effect beyond December 31, 202~~94~~, except that, after December 31, 202~~94~~, this Agreement may be terminated by the following manner:

By both parties agreeing to termination; or

By the making of a new contract between the Employer and the exclusive bargaining agent for the bargaining unit members covered by this Agreement.

ARTICLE 8
8.1 PROHIBITION OF DISCRIMINATION

All provisions of this Agreement shall be applied to all Employees in the bargaining unit without discrimination as to sex, race, color, age, religion, disability, veteran status, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

8.2 UNION MEMBERSHIP

The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of unit Employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at any time.

ARTICLE 9
9.1 WORK STOPPAGES AND DISRUPTIONS

A Union member participating in work stoppages and/or disruptions will be subject to disciplinary measures.

ARTICLE 10
10.1 COMMISSION OF INDUSTRIAL RELATIONS (CIR)

As a result of negotiations, and in consideration of this entire Collective Bargaining Agreement, the Union, on behalf of all of its members, and the Employer, hereby knowingly, intelligently, and voluntarily waive their right to file any proceedings with the Commission of Industrial Relations, or any Court within the State of Nebraska, alleging lack of comparability with respect to any wages, fringe benefits, or any other conditions of employment with respect to the term of the contract (December 1, 2019 through December 31, 2024) covered by this Agreement. If one of the parties allegedly violates a contract right, the Union or the Employer will be free to file a proceeding with the Commission of Industrial Relations or with a court of competent jurisdiction, or to submit the issue to arbitration. However, if the Union or the Employer chooses to submit the issue to arbitration, the other party must agree to such submission. A court's jurisdiction or the jurisdiction of the Nebraska Commission of Industrial Relations (CIR) will not be defeated or nullified in such a proceeding by the other party requesting arbitration after a petition has been filled.

ARTICLE 11
11.1 MEETINGS AND BULLETIN BOARDS

Except when scheduled for Columbus Police Department operations, the Employer agrees to allow the Union the use of Department facilities for meetings. The Employer agrees to allow the Union to post and maintain a bulletin board in the Police Officers Report Room or other agreed upon location for Union activities and information.

ARTICLE 12
12.1 GRIEVANCE PROCEDURE

A grievance is hereby jointly defined to be any claim, request, or complaint by any Employee or the union regarding the application of the specific terms of this Agreement.

12.2 LIMITATIONS

The grievance procedure, as outlined in Section 6.25 of Employer's Personnel Policy Manual, shall not be used to change any provisions of this Agreement or any provisions

of the personnel rules, regulations, or governing resolutions established by the Employer.

The grievance procedure described in Section 6.25 of the current Employer's Personnel Policy Manual shall govern the grievance process.

12.3 DECISION APPEAL

It is specifically acknowledged by both parties to this Agreement that any aggrieved party is not precluded from appealing a final decision rendered pursuant to this grievance procedure to any court of competent jurisdiction.

ARTICLE 13

13.1 INQUIRIES, ALLEGATIONS, AND INTERNAL AFFAIRS INVESTIGATIONS

At no time will any employee of the Columbus Police Department randomly view recorded video events for the purpose of seeking disciplinary action. If a written or verbal complaint against an employee has been received from a named complainant, either internally or externally, any member of the employee's chain of command may review the recorded incident to determine the validity of a complaint prior to initiating an Alligation, Inquiry, Commendation.

The Employer agrees that the affected Employee's immediate Supervisor shall investigate any inquiry or allegation unless it involves a possible violation of the law or civil rights, or insubordination to the level that the Supervisor deems it necessary to refer the inquiry or allegation to the next level of command. In the event an investigation is initiated, the Supervisor shall notify the affected Employee in writing of the investigation if such notification is not detrimental to the investigation. The affected Employee shall receive such written notification within three (3) of his/her working days. Thereafter, the Supervisor shall notify the affected Employee of the status of the investigation at least every thirty (30) days until the investigation is completed.

In the event an inquiry or allegation is referred or directly assigned to an Internal Affairs Investigator, the Investigator shall notify the affected Employee in writing of such referral or direct assignment if not detrimental to the investigation. The affected Employee shall receive such written notification within three (3) of his/her working days. Thereafter, the Investigator shall notify the affected Employee of the status of the investigation at least every thirty (30) days until the investigation is completed.

Following the completion of an inquiry, allegation, or internal affairs investigation by either a Supervisor or an Internal Affairs Investigator, the affected Employee shall have the right to appeal any disciplinary action in accordance with the Employer's Personnel Policy Manual.

The Employer agrees that failure to comply with the notification procedure shall result in the Supervisor's or Internal Affairs Investigator's being disciplined according to Section 6.35 of the Employer's Personnel Policy Manual. If a Supervisor or an Internal Affairs Investigator fails to comply with the notification procedure, the Employer agrees to provide the affected Employee with written proof of the discipline as soon as practicable. The Union agrees that delays in the notification procedure will not be a detrimental factor in the outcome of an inquiry or internal affairs investigation.

The Employer agrees that, when possible, no Employee of the same rank or title as the affected Employee will be assigned to investigate any part of an inquiry, internal affairs allegation, or criminal incident. Furthermore, the Employer agrees that, when possible, no Police Officer or Investigator will be assigned to investigate any part of an inquiry, internal affairs allegation, or criminal incident involving an employee of the Columbus Police Department. This restriction shall not include misdemeanor incidents directly involving family members of Columbus Police Department employees.

However, in the event circumstances do require an Employee to respond to and initiate an investigation, the Employer agrees that the responding and investigating Employee shall be relieved of these duties as soon as a Supervisor or an Internal Affairs Investigator of the appropriate command level arrives at the scene**.**

ARTICLE 14
14.1 POLYGRAPH EXAMINATIONS

If an employee is required to submit to a polygraph examination as part of an internal investigation, the employee shall be allowed to request and be granted an independent polygraph examiner not affiliated with the Department. If used, the polygraph examiner must be mutually agreed upon by the Employer and the Employee.

Questions asked during the polygraph examination shall be narrow in scope, and only involve the topic of the current investigation.

If the Employee requests an independent polygraph examiner and there are delays due to scheduling the appointment, the Employer shall be allowed reasonable additional time to complete the investigation.

ARTICLE 15
15.1 RESIDENCY REQUIREMENT

No requirement

ARTICLE 16
16.1 TOUR OF DUTY

Generally, an Employee's tour of duty begins and ends on the appointed hour(s) at a point of assembly (usually the police vehicle). Special circumstances may occasionally

require an Employee to respond directly to an incident location; however, these special circumstances will be considered unusual and outside the scope of the general policy.

Off-duty Employees may use on-duty police personnel and vehicles for the purpose of transportation to and from work; however, this transportation is at the convenience of the Police Department. On-duty personnel are subject to radio calls, special assignments, or self-initiated police activity. These are not reasons, of themselves, to justify either an off-duty Employee's tardiness or overtime. Supervisory personnel may authorize the overtime of an off-duty Employee on an individual basis

When Employees make use of a City vehicle to begin their workday, their coverage under worker's compensation begins when they begin their duties for the day by entering the City vehicle.

ARTICLE 17
17.1 WAGES

~~For years one (2020-2021,) two (2021-2022,) three (2023-2024) of this Agreement, the mean of the starting and maximum rates for Police Officers and Sergeants or any other Civil Service rank below the rank of Captain from the cities of Beatrice, Fremont, Norfolk, Kearney, Hastings, and North Platte in effect on October 1 of the respective year, will be used for the pay scale for these positions.~~

The pay schedules for the job titles covered by this Agreement for the period October 1, 2024, through September 30, 2027, are set forth in Attachment A of this agreement.

The pay schedules for the job titles covered by this Agreement for each fiscal year covered by this Agreement shall be established each year as computed by the following methodology:

a. Array.
The array to be used for the positions covered by this Agreement shall consist of the cities of Beatrice, Fremont, Norfolk, Kearney, Hastings, and North Platte.

b. Survey.
Each year, a survey document shall be prepared by the Human Resource Director of each city named above of the maximum salary data on an annual basis for the positions covered by this Agreement. For each city in the array, the survey shall request the actual salaries in effect on May 1st of that year. The Human Resources Director will provide a summary survey document to the President of the FOP and the City Administrator no later than May 1st which includes the analysis as provided below.

c. Analysis.
Mean- The four highest wages per position from the array of cities shall be summed and divided by four. This step will identify the mean or average salary

Formatted: Font: 12 pt, Check spelling and grammar
Formatted: Indent: Left: 0.5", No bullets or numbering
Formatted: Superscript
Formatted: Superscript
Formatted: Font: 12 pt, Check spelling and grammar
Formatted: Normal, No bullets or numbering

of the top four wages per position in the array for determining the maximum compensation per position.

Wage Adjustment-following the May survey, during the annual budget preparation, the city council will make a determination on a wage adjustment based on a survey of comparable cities. This determination of a wage adjustment shall be used to determine the target below.

Target-the target compensation shall be determined by the mean, as defined above, and then adding the Wage Adjustment percentage based on comparability as used by the City for all non-union employees. The percentage increase in the maximum wage determined here shall be applied to all steps within the pay schedule.

If any number should show a negative number, that number shall be interpreted as a zero (0). If the target should indicate a zero (0) increase, the wage shall remain frozen until such time as the calculation indicates an increase is warranted.

All increases in pay shall be effective October 1st of each year.

17.2 ADVANCEMENT ON THE PAY SCALE.

When Police Officer trainees have successfully completed the Columbus Police Department's Field Training Program, they will move to Step Two (2) of the pay scale. At the end of twelve (12) months of satisfactory employment, they will move to Step Three (3) of the pay scale.

Thereafter, Employees will receive at least a one (1) step increase on their anniversary date unless the Employee's work performance does not meet the requirements of the position as documented in Section 12 of the Employer's Performance Evaluation Form. Except for purposes of discipline or reduction in force, no Employee shall be moved to a lower step at the beginning of a contract year, whether for purposes of recalculating the base rate or step rate of pay.

17.3 DIRECT DEPOSIT OF PAY

All employees covered by this contract will be paid by direct deposit.

ARTICLE 18
18.1 RECALL TO DUTY

All Employees are subject to recall to duty, upon notification, for emergencies at the discretion of the Police Chief, or in the Chief's absence, the Chief's designee. In such instances, affected Employees shall receive compensation in accordance with this Agreement.

Formatted: Font: 12 pt, Check spelling and grammar
Formatted: Normal
Formatted: Indent: Left: 0.5", No bullets or numbering
Formatted: Font: 12 pt, Check spelling and grammar
Formatted: Normal
Formatted: Superscript
Formatted: Font: 12 pt, Check spelling and grammar
Formatted: List Paragraph

ARTICLE 19
19.1 OVERTIME.

If requested to work overtime, Employees will be expected to do so unless excused for good cause.

19.2 HOURS WORKED.

Overtime hours are based on hours worked in excess of eighty (80) hours in the designated two-week pay period for Employees working twelve (12) hour shifts, and forty (40) hours in a one-week period for Employees working eight (8) or ten (10) hour shifts.

Sick leave, compensatory time, military leave, jury duty, funeral leave, workers compensation, compassionate leave, and disciplinary administrative leave hours-used shall not be considered as hours worked for the purposes of calculating overtime.

Holiday hours will be counted as worked hours for overtime calculations.

Vacation and procedural administrative leave hours are counted as hours worked for the purpose of overtime calculations. If an employee is placed on procedural administrative pending an investigation and that investigation finds wrong doing on the part of the employee wherein disciplinary actions is taken, then that administrative leave shall not be counted as hours worked for the purposes of overtime calculations.

19.3 OVERTIME COMPENSATION.

Overtime pay at the rate of one and one-half (1 1/2) times the regular hourly rate of pay shall be paid as follows regardless of whether forty (40) or eighty (80) worked hours accrued in the pay period.

19.4 COURT APPEARANCES AND EMERGENCY CALL-BACK

For all time worked as a result of being called to work other than when normally scheduled, during an emergency, or for official court appearances. The Employee shall receive a minimum of two (2) hours guaranteed overtime pay or one and one-half (1-1/2) times the regular rate of pay for the actual hours worked, whichever is greater.

Employees shall have the option to receive a minimum of two (2) hours of pay for all time worked as a result of being called to work for any scheduled work details, meetings, and training sessions. Employees may elect to work for less than two (2) hours; in such cases, they shall receive the actual hours worked as compensation. The Union agrees that when Employees elect to receive the two (2) hour minimum, they shall work for a minimum of two (2) hours. Except for emergencies, the Employer

agrees that Employees on any scheduled work details, meetings, and training sessions will not be required to perform any duties that may likely require them to work for more than the two (2) hour minimum.

Hours worked for scheduled mandatory meetings, and mandatory training sessions are not guaranteed at an overtime rate.

Employees shall not be ordered off the job before the end of the pay period to avoid payment of regular rate or overtime compensation.

Hours worked for selective enforcement, grants, and special duty such as football games, basketball games, or other security details are guaranteed at an overtime rate and for a minimum of two (2) hours overtime pay.

Overtime hours must have the approval of a Supervisor and should be approved in advance whenever possible. Approval shall be indicated by the Supervisor initialing the Employee's time sheet.

19.5 WORK SHIFTS

Work Shifts

Uniformed Patrol Officers and Sergeants will work 12 hour shifts. During a normal 2 week pay period officers and sergeants will under normal circumstances work six 12 hour shifts and one 8 hour shift as staffing permits. Investigators/ Detectives and the Investigations Sergeant will work four 10 hour shifts per week. School Resource Officers will generally work 8 hours shifts. The union recognizes that during times of emergency and extreme manpower shortages that schedules may be altered to assure coverage.

ARTICLE 20
20.1 VACATION

The Union and the Employer agree to abide by Section 5.00 of the Employer's Personnel Policy Manual.

ARTICLE 21
21.1 COMPENSATORY TIME

In lieu of pay for overtime, an Employee may be granted compensatory time upon approval of the department head. If hours worked are eligible for overtime pay, one and one-half (1 1/2) hours of compensatory time will accrue for each overtime hour. If the hours over forty (40) or eighty (80) hours are not eligible for overtime, one (1) hour of compensatory time will be banked for each hour worked. The maximum accumulation limit of compensatory time shall be 280 hours.. Should an Employee accrue over the

maximum limit of compensatory time, the excess will be automatically paid out with the next paycheck.

Any Employee that has accrued compensatory time shall, upon termination of employment, be paid for such hours of unused compensatory time at the higher of his/her final regular rate of pay or the average regular rate during his/her last three years of employment, which ever rate of pay is higher.

21.2 COMPENSATORY TIME SELL BACK

Upon the Employee's written request to his or her Department Head, received no later than October 1 of each year, accumulated compensatory time of up to fifty (50) hours annually shall be paid to the Employee in cash on the first paycheck in November of each year.

The exception to this is the separation of employment with the City, in which case all unused compensatory time accumulated will be paid.

ARTICLE 22
22.1 SICK LEAVE

The Union and the Employer agree to abide by Section 5.20 of the Employer's Personnel Policy Manual.

ARTICLE 23
23.1 EDUCATIONAL INCENTIVE

The Employer agrees to pay a monthly educational incentive to all Employees who have completed college course work at recognized institutions. The rate of pay shall be twenty-five dollars ($25.00) to Employees who have completed an Associates Degree or one-half of a Bachelors Degree Program; sixty-five ($65.00) to Employees who have completed a Bachelors Degree; and ninety dollars ($90.00) to Employees who have completed a Masters Degree.

23.2 TUITION REIMBURSEMENT.

The Employer agrees to reimburse Employees eighty percent (80%) of tuition, books, and fees, subject to the following conditions:

Only full-time Employees are eligible and must have completed one continuous calendar year of employment;

The Employee must enroll with a recognized and accredited college, university, technical school, correspondence school, or the equivalent thereof;

The continuing education courses must occur while off-duty;

The course must be satisfactorily completed, and receipts for tuition, books, and fees must be submitted as a basis on which to compute the refund;

Except when financial constraints or changes in service require reductions in force, the Employer shall, for each instance in which education reimbursement is sought, approve the course and such reimbursement if the Employee meets each of the above conditions;

Where the Employee is already receiving outside tuition or scholarship assistance, the Employer will make the reimbursement for education costs to the extent that the total payments received by the Employee from all sources do not exceed one hundred percent (100%) of the total course cost; and

The Employee shall only be allowed a maximum of five hundred dollars ($500.00) per calendar year; however, there shall be no limit to the lifetime maximum benefit.

In the event an Employee chooses to terminate his or her employment, the following reimbursement schedule shall apply:

If within one year from the date of tuition reimbursement, the Employee shall reimburse the Employer one hundred percent of such reimbursement.

If within two years from the date of tuition reimbursement, the Employee shall reimburse the Employer fifty percent of such reimbursement.

If within three years from the date of tuition reimbursement, the Employee shall reimburse the Employer twenty-five percent of such reimbursement. After three years, no reimbursement by the employee is required.

ARTICLE 24
24.1 SHIFT DIFFERENTIAL

A ~~fifty cent ($0.50)~~ per hour differential credit will be paid to Employees who work between 6 p.m. and 6 a.m. This compensation will be paid on each payday.
For the years 2025 and 2026 this credit will be seventy-five cents ($0.75) per hour.
For the years 2027 and 2028 it shall be one dollar ($1.00) per hour.

An Employee may choose to have differential hours added to their compensatory time bank, recognizing that hours added to the compensatory time bank do not have a pay rate attached to them and that compensatory hours are redeemed at what is the current rate of pay when later removed from the compensatory time bank.

ARTICLE 25
25.1 FIELD TRAINING COMPENSATION.

Field Training Officers shall receive twenty hundredths (0.20) of an hour of compensatory time for every hour he/she trains or supervises a Police Officer trainee. Approval of the compensatory time shall be indicated by a Supervisor of the Field Training Program initialing the Field Training Officer's time sheet.

25.2 SPECIALTY PAY

Employees who are assigned to specialized roles shall be compensated with Specialty Pay based on a tiered system. The Chief of Police and their designee have the sole discretion to appoint employees to special positions and to remove them at any time with or without cause. In order to receive Specialty Pay, employees must be in good standing with the Department and be actively assigned to and fulfilling the responsibilities of a role as defined by the Department.

Tier 1 roles shall be compensated at a rate of eight hundred thirty-two dollars ($832) per year and include the following: Criminal Investigator, Drug Recognition Expert, K9 Officer~~Tactical Response Team~~, Firearms Instructor, Defensive Tactics Instructor, and Polygraph Examiner.

Tier 2 roles shall be compensated at a rate of six hundred twenty-four dollars ($624) per year and include the following: Taser Instructor, Less Lethal Instructor, EVO Instructor, Tactical Medical Instructor, Accident Reconstruction Investigator and Active Shooter Instructor, DARE/Great Instructor, Intern Coordinator, Apprentice Coordinator and Datamaster Maintenance Officer.

Tier 3 roles shall be compensated at a rate of four hundred sixteen dollars ($416) per year and include the following: Anti-bias instructor, Drone Pilot, Quartermaster, LIDAR Instructor, Robot Tech, Grant Coordinator ~~Armored Rescue Vehicle Driver~~, Arrest, Search & Seizure Instructor, De-escalation Instructor, Active Task Force Member and Shield Instructor.

Employees may be paid for up to two (2) tiers at a time, which will be comprised of the two (2) highest tiers for which they are assigned. Specialty Pay shall be distributed semi-annually on regular paychecks in October and April. Employees who are assigned a new specialty role shall be paid a pro-rated amount equal to one twelfth (1/12) of the yearly tier amount per month until the next semi-annual Specialty Pay. An employee's date of assignment must have been on or before the 15th day of the month to receive credit for that month's Specialty Pay.

Formatted: Tab stops: 2.75", Right + Not at 2.1"

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Superscript

ARTICLE 26
26.1 ON CALL COMPENSATION

A designated Investigator shall be required to be available for call back to duty during each twenty-four (24) hour period. The designated Investigator shall receive three (3) hours pay at his/her regular rate of pay for the twenty-four (24) hour period that he/she had on call responsibility. The provisions of this contract, Article 15 and Columbus Police Department Standard Operating Procedures Manual Administrative Order 1-1, Use of Intoxicants, shall prevail. Any Employee who is designated to be on call and is similarly restricted shall be compensated at an equivalent rate. The K-9 Handler and designated Criminal Investigator shall receive Back Up Pager Compensation of $166 a month.

26.2 CELL PHONE STIPEND

Officers, by virtue of the duty assignment, and designated by the Police Chief or his/her designee, shall receive a cell phone stipend in the amount of $10.00 per month.

ARTICLE 27
27.1 HOLIDAYS

Ten (11~~0~~) holidays will be observed as listed below:

New Year's 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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Employee's Birthday	Actual Date
Personal Holiday	To Be Scheduled with Supervisor

Employees are entitled to paid leave in observance of these holidays. The pay shall be equal to the number of normally scheduled work hours for the Employee's shift at the regular rate of pay. In addition, an Employee may take two (2) hours of holiday time one (1) day per year to attend a religious observance of his/her faith.

An Employee terminating before the actual holiday is not eligible for holiday pay. A holiday which 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.

Employees scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday as a part of the Employee's holiday compensation. The Employee will also receive one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday. Employees whose birthdays fall on one of the other observed holidays shall observe their birthdays on the following day.

For the purpose of uniformity in payroll processing, the hours qualifying for holiday pay will be those hours which are worked between 6 a.m. of the day of the holiday and through 6 a.m. of the day following the holiday itself.

ARTICLE 28

28.1 UNIFORMS, EQUIPMENT PURCHASES, AND MAINTENANCE ALLOWANCE

The Employer shall furnish all required uniforms and equipment, excluding footwear and undergarments. While Employees will provide input on uniforms and equipment, final purchasing responsibility rests with the Police Chief.

28.2 BALLISTIC VESTS

The Employer shall ensure that every Employee is furnished with a ballistic vest that does not exceed the manufacturer's expiration or recommended replacement date.

28.3 QUARTERMASTER ACCOUNT

The Employer shall maintain a Quartermaster System with a monthly compensation credit being accrued at the rate of forty-eight ($48.00) dollars for Police Officers or any other rank below the rank of Captain, and fifty-six ($56.00) dollars for Investigators. Employees may use their Quartermaster Account to purchase police or job-related equipment and services subject to approval by the Police Chief. Employees will be authorized to purchase at least two (2) approved handguns during the term of their employment. In the event an Employee is denied authorization to purchase an item, the Employee may file a grievance in accordance with this Agreement. Any Employee, upon termination of employment, shall be paid the balance of his/her account.

Items purchased with the quartermaster account are considered property of the Employee and considered taxable income by the Internal Revenue Service code.

ARTICLE 29

29.1 PAYROLL DEDUCTION

Employees may use payroll deduction for the following programs and for any programs that the Employer may add during the term of this Agreement:

Health Insurance	Life Insurance (Term & Whole Life)

Union Dues	Credit Union
Pension	Flexible Benefit Plan
Deferred Compensation	Dental Insurance

ARTICLE 30
30.1 ELIGIBILITY LIST

The Employer agrees to maintain a Civil Service eligibility list for the position of Police Officer as delineated by Nebraska law. (120) days. The City agrees to move expeditiously to fill all vacancies and that budgetary concerns should not slow the process.

ARTICLE 31
31.1 REST PERIODS

The Employer shall endeavor to provide Employees working eight and ten hour shifts a forty-five minute and two fifteen minute rest periods during a shift.

The Employer shall endeavor to provide Employees working twelve-hour shifts one one-hour, and one forty-five minute rest period during a shift.

All rest periods are to be considered time worked and all Employees are to be considered on an on-call status.

ARTICLE 32
32.1 TRAVEL TIME

The Union and Employer agree to follow Section 4.15 of the City Personnel Policy Manual with the exception:

Time spent traveling to and from other cities on required assignment is counted as hours worked regardless of the time of day spent traveling. Travel and work that extends over a 24-hour period, such as a multi-day educational seminar held outside of Columbus, requires a written plan of travel hours to be given to the Police Chief or his/her designee for written approval.

ARTICLE 33
33.1 INSURANCE

The Employer agrees to provide Employer-paid long-term disability, life insurance, and single health insurance. The Employer agrees to offer each eligible Employee a "family plan" of hospital and medical insurance coverage. The Employer shall pay eighty-four

percent (84%) of the premium and provide a health plan substantially the same as that in effect on December 1, 2019.

The Employer shall pay ninety-three percent (93%) of the premium for the single health coverage for each covered plan year. It is agreed that the Union will provide two representatives for the Health Committee. Any future changes to the health plan, dental plan and or the premium structure for both plans will be approved through this committee and the Union and the Employer will abide by the decision of this committee, pending City Council approval. The City administration will fully support the recommendations of the Health Committee.

The employer agrees to add the opportunity for those employees age 50 or over who retire with at least 20 years of service to continue on the City of Columbus Health Plan after retirement by paying the full premium for themselves and/or their eligible dependents. It is further stipulated that the eligible employee and /or his/her eligible dependents must first use up COBRA eligibility before being added back to the City's billing system, and that eligibility for the employee and/or eligible dependents will cease upon the employee and/or eligible dependents becoming qualified for the Medicare Program.

The Employer agrees to provide Employer-paid single dental insurance. The Employer agrees to offer each eligible Employee a "family plan" of dental insurance coverage. The Employee shall pay the difference in premium between the single and family dental insurance. The Employer shall provide a dental plan substantially the same as that in effect on December 1, 2019.

ARTICLE 34
34.1 TEMPORARY SHIFT LEADER

When the assigned duty sergeant in the patrol division will be absent for at least one hour, the next most senior officer will be designated as the Shift Leader, The Shift Leader shall be paid an additional ~~two~~ three dollars ($3~~2~~.00) per assignment hour. This compensation will be paid each payday.

An Employee may choose to have temporary shift leader hours added to their compensatory time bank, recognizing that hours added to the compensatory time bank do not have a pay rate attached to them and that compensatory hours are redeemed at what is the current rate of pay when later redeemed from the compensatory time bank.

ARTICLE 35
35.1 COMPASSIONATE LEAVE

An Employee will be eligible for up to three shifts off instead of 24 hours as stated in the Compassionate Leave policy Section 5.90 of the City Personnel Manual.

ARTICLE 36
36.1 ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties have set their hands this 8th day of November, 2019.

For the CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72.

_____
Union Representative

For the City Of Columbus:

_____
Mayor

Index

Acceptance of Agreement	18
Advancement on the Pay Scale	9
Agreement	4

Ballistic Vests 15

Cell Phone Stipend 14
Choice of Law 5
City Personnel Manual 4
Commission of Industrial Relations 6
Compensatory Time 11
Compassionate Leave 18
Complete Agreement 4
Court Appearances 10

Duration of Agreement 5
Direct Deposit 9

Educational Incentive 12
Eligibility List 16
Emergency Call-Back 10
Equipment Purchases 15

Field Training Compensation 14
Funeral Leave 18

Grievance Procedure 6

Holidays 14
Hours Worked 11

Insurance 17
Internal Affairs 7

Meetings and Bulletin Boards 6

On Call Compensation 14
Overtime Compensation 10

Payroll Deduction 16
Polygraph Examinations 8
Prohibition of Discrimination 5
Purpose 4

Quartermaster 15

Recall to Duty 9
Recognition 4
Residency Requirement 8
Rest Periods 16

Saving Provision 5
Shift Differential 13
Sick Leave 12

Temporary Shift Leader 17
Tour of Duty 8
Travel Time 16
Tuition Reimbursement 12

Uniforms 15
Union Membership 5

Vacation 11

Wages 9
Work Stoppages and Disruptions 6

19.D. Resolution No. R24-139 approving Change Order No. 1 with Screed Tech LLC in the amount of $29,987.42 for fire separation wall construction and extension of three working days for 8-Place T-Hangar project. CIP #23-30

DRAFT

RESOLUTION NO R24-139

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 WITH SCREED TECH LLC FOR FIRE SEPARATION WALL CONSTRUCTION IN THE AMOUNT OF $29,987.42 AND EXTENSION OF THREE WORKING DAYS FOR AIRPORT 8-PLACE T-HANGAR PROJECT.

WHEREAS, Resolution R24-51 awarded the construction contract to Screed Tech LLC; and

WHEREAS, a modification was required by the Nebraska State Fire Marshall to construct an interior partition fire separation wall; and

WHEREAS, said modifications require an additional three working days; and

WHEREAS, city staff and representatives of Screed Tech LLC and Kirkham Michael Engineering discussed said modifications and working day extension; and

WHEREAS, Screed Tech LLC has concurred on the proposed modifications and working day extension as identified in Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Change Order No. 1 with Screed Tech LLC. for fire separation wall construction in the amount of $29,987.42 and extension of three working days for Airport 8-Place T-Hangar project, is approved and the mayor is authorized to sign on behalf of the City of Columbus.

.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

The City of Columbus

M E M O R A N D U M

DATE: November 25, 2024

FROM : Richard Bogus, P.E. City Engineer

TO: Tara Vasicek, City Administrator

RE: Airport 8-Place T-Hangar - Change Order No. 1

RECOMMENDATION:

I recommend approval of Change Order No. 1 with Screed Tech LLC. for fire separation wall in the amount of $29,987.42 and extension of 3 working days for the Airport 8-Place T-Hangar project

DISCUSSION:

The Nebraska State Fire Marshall is requiring the addition of a middle interior partition wall to be upgraded to a 2-hour resistance rated fire wall between bays 4 and 5. The construction time will require an additional 3 working days.

The awarded project amount was $1,654,884.15 and with the change order is $1,684,871.57. The awarded project working days were 80 and with the change order is 83.

FISCAL IMPACT:

Change order amount of $29,987.42. Falls within CIP 23-030 construction amount of $1,800,000.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By:

Kirkham Michael
Change Order Details
2302225 Columbus Municipal Airport Construct Hangar

Description	AIP #3-31-0019-018/019-2024 Construct hangar at Columbus Airport
Prime Contractor	Screed Tech LLC 70601 567th Avenue Fairbury, NE 68352
Change Order	1
Status	Pending
Date Created	10/23/2024
Type	Design Change
Summary	Add Fire separation wall & Change Subbase Course material
Change Order Description	Modification of middle interior partition wall to upgrade to UL Assembly U419 2-hour resistance rated fire wall per NFPA 409 in the middle of the hangar between bays four and five. The contractor proposed using crushed concrete in lieu of crushed stone for the subbase course material. The material meets the requirements of specification P-154. No change in price or quantity of bid item.
Awarded Project Amount	$1,654,884.15
Authorized Project Amount	$1,654,884.15
Change Order Amount	$29,987.42
Revised Project Amount	$1,684,871.57

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0200	Firewall	LS	1.000	$29,987.420	$29,987.42
Firewall construction within hangar **Reason:** Firewall to separate bay number four and five					
1 item					Total: $29,987.42

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Working Days	80.0 Days	80.0 Days	3.0 Days	83.0 Days
80 working days **Reason:** Time to complete extra work				
1 time limit				

Accepted by Contractor: _____

Recommended by Engineer: _____

Approved by Owner: _____

19.E. Resolution No. R24-140 selecting design-build delivery system for concession and restroom building at Gerrard Park and designating City Engineer Rick Bogus to serve as performance criteria developer. CIP #25-34

DRAFT

RESOLUTION NO. R24-140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR DESIGN AND CONSTRUCTION OF CONCESSION AND RESTROOM BUILDING AT GERRARD PARK AND DESIGNATING CITY ENGINEER RICK BOGUS, TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED.

WHEREAS, the City of Columbus has proposed the design and construction of a combined concession and restroom building at Gerrard Park; and,

WHEREAS, the city does not have all of the required expertise to provide for the design and construction services necessary to undertake this project and proposes to complete the same by a design-build contract in accordance with the provisions of Section 13-2904, Reissue Revised Statutes of Nebraska, 1943, as amended; and,

WHEREAS, it is recommended that City Engineer Rick Bogus, be appointed to serve as performance criteria developer in accordance with the statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that design and construction of a concession and restroom building at Gerrard Park will be undertaken in accordance with the provisions of Sections 13-2901 through 13-2914, Reissue Revised Statutes of Nebraska, 1943, as amended, by utilizing the design-build contract method with City Engineer Rick Bogus serving as the performance criteria developer for this project.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

The City of Columbus

MEMORANDUM

DATE: November 25, 2024

FROM: Richard J. Bogus, P.E., City Engineer

TO: Tara Vasicek, City Administrator

RE: Design-Build Delivery System and Performance Criteria Developer Gerrard Park Concession and Restroom Building

RECOMMENDATION:

In accordance with State Statute and the City's Policies and Procedures for Design-Build and Construction Manager at Risk, to allow the use of the Design-Build delivery system and appoint Rick Bogus, P.E., City Engineer, as the Performance Criteria Developer for the Gerrard Park Concession and Restroom Building.

DISCUSSION:

The current fiscal year budget item is for design phase services for a centralized combined concession and restroom building at Gerrard Park. The location of the building would follow the Gerrard Park Master Plan.

The proposed construction would be budgeted in the 2025-2026 fiscal year.

The potential cost savings and efficiencies using this delivery system for this project is beneficial on this type of project.

FISCAL IMPACT:

2024-2025 budget CIP 25-034 in the amount of $100,000. Additional funding for construction projected to be in the 2025-2026 fiscal year.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Betsy Eckhardt

SIGNATURE:

By: Richard J. Bogus

Approved By:

REQUEST FOR LETTERS OF INTEREST FOR PREQUALIFICATION OF DESIGN - BUILD
PROJECT DETAILS

The City of Columbus is requesting Letters of Interest from prospective Design-Builders for Gerrard Park Concession and Restroom Building. The information provided in the Letter of Interest will be used by the City of Columbus to select (prequalify) at least three prospective Design-Builders for the project and they will be eligible to receive Requests for Proposals. If only two Design-Builders submit Letters of Interest, per project both will receive the Requests for Proposals. Those firms selected to receive Request for Proposal will be required to provide more detailed qualifying information per requirements of the act. If more than 5 (five) Letters of Interest are received for each project, a selection committee will prequalify the Design-Builder for the project so that only 5 (five) firms receive request for proposals for the project. The Selection Committee would consist of the City Administrator, City Engineer, Park and Recreation Director, Park Superintendent, Park Board member, and a City Council member.

The Design-Builder ultimately selected by the City of Columbus will enter into a Design-Build contract with the City of Columbus. The initial agreement will be to furnish architectural, engineering and related design services for the Project. An amendment to the design agreement will be for labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to Nebraska LB 889, Political Subdivision Construction Alternative s Act.

The scope of the Projects are *The City of Columbus, Nebraska intends to design and construct Gerrard Park Concession and Restroom Building starting with a projected design phase budget of $100,000. See attached Exhibit 1 and 2 for details*.

Prospective Design-Builders shall respond to all items in this questionnaire. Failure to do so will deem the Letter nonresponsive at the discretion of the City of Columbus. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements:

1. Design-Builder Firm Information:
    a. Firm name, address, phone, fax and email
    b. Name of primary point of contact
    c. Proof of bonding capacity and insurance coverage

2. Design-Builder's Subconsultant(s) Firm Information (If the Design-Builder is a contractor, then list the architectural-engineering team. If the Design-Builder is an Architect or Engineer, then list the General Contractor):
    a. Firm names, addresses, phone, fax and email addresses
    b. Name of primary point of contact
    c. Proof of liability insurance

3. Design-Builder Team and Experience
    a. Resume of key team members (Project manager, project superintendent, design architect or engineer)
        i. Name and title
        ii. Role in the project
        iii. Education
        iv. Professional registration
        v. Years of experience

b. List of 3 relevant projects on which the Design-Builder provided design and/or construction services similar to those requested in this Letter of Interest. Provide project scope, budget, year completed and form of project delivery (Design-Build, Design-Bid-Build, or Construction Management at Risk). Provide graphics or photos if available. Also, list client references for each of the 3 projects (organization, contact name, address, phone, fax and email).

i. If the Design-Builder subcontracts for design or construction services, list 3 relevant projects of the designer or contractor and information requested in paragraph above.

4. Design Builder's Approach

a. Briefly describe the Design-Builder's approach in working with the City of Columbus to design and build the proposed project.

Point of Contact is:

Richard Bogus, P.E. (Performance Criteria Developer and City Engineer)
2500 14th Street, Suite 3, Columbus, NE 68601 (Address)
Engineering Department phone: 402-562-4309
Engineering Department email: EngDept@columbusne.us

Any questions or clarification regarding this Letter of Interest shall be in writing to the Performance Criteria Developer who may direct them to others.

Submit 6 (six) copies of the Letter of Interest and one (1) electronic file to:

Columbus Engineering Department, P.O. Box 1677, 2500 14 Street, Suite 3, Columbus, NE 68602-1677

(Mark on outside of envelope Gerrard Park Restroom and Concession Building)

By January 6, 2025 @ 2:00 p.m.

Signed for City of Columbus

Richard Bogus, Performance Criteria Developer/City Engineer

Exhibit 1

TASKS AND CONDITIONS

GERRARD PARK CONCESSION AND RESTROOM BUILDING

Phase 1 – Design phase services

1. Design and construct a restroom and concessions single building in a City neighborhood park, complete in place. Approximately 5,000 square feet.

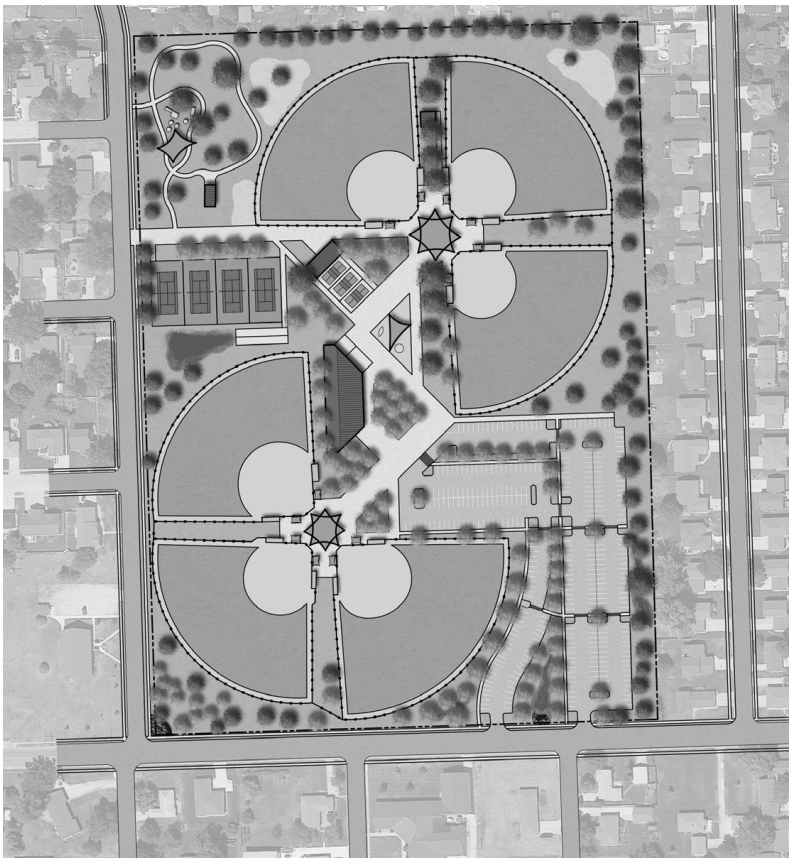
	Qty	NEW Program Net Square Footage	Total	Notes
Main Program Spaces			**4,390**	
RR	2	600	1,200	
Family RR	1	80	80	
Mother's/Health Room	1	80	80	
Umpire Room	1	200	200	
Umpire RR	1	80	80	
General Storage	1	500	500	
Small Vehicle Storage	1	300	300	
Tourney HQ / Office	1	250	250	
Concessions	1	500	500	
Concessions Storage	1	200	200	
Mech / Elec	1	200	200	
IT / AV	1	100	100	
Multipurpose Community Room	1	700	700	

2. Building to provide all necessary indoor public spaces necessary to support the total park and tournament play.
3. Topographic survey to be provided to selected team by Engineering Department. No cost to designer.
4. Geotechnical soils investigation and testing to be part of the project.
4. Building location provided by City (Exhibit 2).
5. Layout concept in accordance with the Gerrard Park Master Plan.
6. Constructability and construction material and concept assistance from the contractor on the team.
7. Cost estimating by contractor on the team.
8. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing.
9. Design to be completed fall 2025 following by proposed bidding and construction in the 2026 construction season subject to budget in the 2025-2026 fiscal year.

Phase 2 – Construction phase services (subject to city council continuation of the project)

1. Obtain City Building permit, including Small Lot NOI, from Community Development Department. No fee to the contractor.
2. Construct temporary construction fencing encompassing the work area. Location of fencing and gates to be coordinated with the Performance Criteria Developer and Parks Department Director.
3. Coordination of electrical power with Loup Public Power District.
4.. Design and construction must be Americans with Disability Act (ADA) compliant.
5. Construction reviews and recommendation of pay applications and revisions by design professional of record.

Exhibit 2





19.F. Resolution No. R24-141 authorizing the Downtown Business Improvement District Board to use collected Business Improvement District No. 3 assessment funds to make enhancements in the designated district.

RESOLUTION NO. R24-141

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT BOARD TO INSTALL, CONTINUOUSLY MAINTAIN, REPLACE, REPAIR, AND/OR UPKEEP PLANTERS AND BENCHES IN THE DESIGNATED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT AND PERMANENT LIGHTING IN FRANKFORT SQUARE USING COLLECTED ASSESSMENTS FROM THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 3.

WHEREAS, Downtown Business Improvement District No. 3 was created by the Mayor and City Council pursuant to the Nebraska Business Improvement District Act; and

WHEREAS, Neb. Rev. Stat. § 19-4021 states that "… The business improvement board may make recommendations to the city as to the use of any occupation tax funds collected, and may administer such funds if so directed by the mayor and city council. …"; and

WHEREAS, the Downtown Business Improvement District Board desires to use the assessment collected toward installation, maintenance, and repair of planters and benches in the designated Downtown Business Improvement District and permanent lighting in Frankfort Square; and

WHEREAS, the City Council desires to give the Downtown Business Improvement District Board the authority to install, continuously maintain, replace, repair, and/or upkeep planters and benches in the designated Downtown Business Improvement District and install, maintain, replace, repair, and/or upkeep permanent lighting in Frankfort Square.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Downtown Business Improvement District Board is hereby authorized to use collected BID No. 3 assessment funds to install, continuously maintain, replace, repair, and/or upkeep planters and benches in the designated Downtown Business Improvement District and permanent lighting in Frankfort Square provided the following requirements are met:

1. These items must meet ADA accessibility standards and must conform with all City Codes.
2. Prior to the placing of any item listed above, the Downtown Business Improvement District Board must first receive approval from City staff and administration for said location.
3. The City purchasing policy must be followed for all items listed above.
4. The Downtown Business Improvement District Board shall provide reports to City Administration as to the use of collected BID No. 3 assessment funds for the items listed above.

INTRODUCED BY COUNCIL MEMBER_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

REVIEW, APPROVED, AND AGREED TO AS TO FORM AND CONTENT:

_____
DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 3 BOARD PRESIDENT

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

memorandum

DATE: November 27, 2024

TO: Tara Vasicek, City Administrator

FROM: Jean Van Iperen, Planning & Economic Development Coordinator

RE: Proposed Improvements: Permanent Lighting in Frankfort Square and Streetscape Enhancements Downtown

RECOMMENDATION:

Approval of the resolution

DISCUSSION:

The Business Improvement District (BID) is proposing two key enhancements to the downtown area to further elevate its appeal and functionality for residents, visitors, and businesses. These projects include the installation of permanent lighting in Frankfort Square and the addition of planters and benches throughout the downtown area. Both initiatives aim to improve the aesthetic and practical use of the district, fostering a vibrant and welcoming environment for all.

Permanent lighting in Frankfort Square is envisioned to enhance safety, extend usability during evening hours, and create a more inviting atmosphere for community gatherings and events. Well-lit spaces encourage longer visits to the area and provide an added layer of security for pedestrians. This lighting project aligns with ongoing efforts to position Frankfort Square as a centerpiece for downtown activities.

The installation of planters and benches will contribute to the beautification and functionality of the downtown district. Planters will introduce greenery and seasonal floral displays, enriching the visual appeal and making the area more inviting. Benches will provide seating for pedestrians, offering a place to rest, socialize, or enjoy the downtown surroundings. These additions will create a more comfortable and enjoyable experience for shoppers, diners, and visitors.

Both initiatives will be funded entirely through the BID's assessment of downtown properties, ensuring that no additional financial burden falls on the City. The BID will assume responsibility for the purchase, maintenance, and repair of these assets, guaranteeing their longevity and upkeep. We believe these improvements align with the city's goals for downtown revitalization and community engagement.

ALTERNATIVE:

Do not approve.

Signature: 

Approved By: 

19.G. Resolution No. R24-142 approving loan agreement with Mad Fitness LLC in the amount of $25,000 for purchasing real estate and/or fitness equipment using economic development plan funds as recommended by the Citizens Advisory Review Committee.

DRAFT

RESOLUTION NO. R24-142

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOAN AGREEMENT WITH MAD FITNESS LLC, IN THE AMOUNT OF $25,000 AT 4% INTEREST FOR FINANCIAL ASSISTANCE WITH PURCHASING REAL ESTATE AND/OR FITNESS EQUIPMENT, USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF SAID AGREEMENT 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 PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, under the City of Columbus, Nebraska's Economic Development Plan, 2019 through 2027, wherein some of the primary goals of said plan are to "actively promote Columbus as a place where businesses can locate and be profitable", "encourage attraction of new businesses", and "diversify our economic base"; and

WHEREAS, Mad Fitness LLC has submitted an application for financial assistance from the City's Economic Development Fund for its real estate and/or gym equipment purchase for its desired comprehensive fitness business which will focus on physical health, mental well-being, and community support; and

WHEREAS, Mad Fitness LLC's, application for Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the loan be approved by the City Council in the amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) at four percent (4%) interest as detailed in the attached Loan Agreement and other Loan Documents which are incorporated and made a part of this Resolution by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Loan Agreement with Mad Fitness LLC, in the amount of Twenty Five Thousand Dollars and No Cents ($25,000.00) at four percent (4%) interest for financial assistance from the City's Local Economic Development Fund for its real estate and/or gym equipment purchase is hereby approved, a copy of said Loan Agreement and other Loan Documents are attached hereto and incorporated herein by this reference; 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 _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

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

memorandum

DATE: November 27, 2024

TO: Tara Vasicek, City Administrator

FROM: Jean Van Iperen, Planning & Economic Development Coordinator

RE: Approval of LB840 Loan for Mad Fitness

RECOMMENDATION:

Approval of the resolution

DISCUSSION:

The Citizens Advisory Review Committee (CARC) reviewed and approved for recommendation the application of Mad Fitness LLC for a $25,000 loan at 4% interest from the LB840 funds. The proposed LB840 loan will be payable over ten years and will provide essential support for the expansion of a fitness gym that has been in operation since 2023. The funds will be used for building acquisition, property improvements, and the purchase of new equipment. Having outgrown its current location, the gym offers a comprehensive fitness experience focused on physical health, mental well-being, and community support.

This expansion aligns with the city's strategic objectives to foster economic growth, revitalize the downtown area, and enhance access to health and wellness resources. The gym's new location in the downtown district will attract increased foot traffic, benefiting nearby businesses and contributing to the district's overall vibrancy. The business owner has submitted a business plan and financial projections, demonstrating the feasibility of the project and the capacity to repay the loan.

The recommendation for this loan comes from the Community Advisory Review Committee (CARC) as an investment in our community's economic development and quality of life.

ALTERNATIVE:

Do not approve.

Signature:

Approved By: _____

LOAN AGREEMENT

This Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as the "Lender"), and Mad Fitness LLC, a limited liability company of the State of Nebraska (hereinafter referred to as "Borrower").

WHEREAS, Borrower has submitted an application for financial assistance from Lender's "840" Local Economic Development Fund for financial assistance with its real estate and/or gym equipment purchase for its desired comprehensive fitness business which will focus on physical health, mental well-being, and community support; and

WHEREAS, the application for "840" Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC) and the CARC has generally recommended the loan be approved by the City Council for in the amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) at a four percent (4%) interest fixed rate; and

WHEREAS, the parties are desirous to proceed with such loan under the terms and conditions of this Loan Agreement, and the corresponding Security Agreement, UCC Financing Statement, and Promissory Note.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose of Loan. The Lender is making a loan, as herein described in this Agreement, to Borrower under the Lender's Economic Development Program to assist Borrower with purchase of real property and/or fitness equipment of its exercise business. Borrower shall only use the proceeds from this loan for said purposes. Said real property to be purchased and/or improved shall be located Columbus Nebraska.

2. Borrower Requirements. Borrower shall be required to:
   a. Only use the loan proceeds contemplated herein for the specific purposes that have been stated in this Agreement.
   b. Allow Lender, or its designated agents, upon reasonable notice access to inspect the real property and all equipment and machinery located at Borrower's business location(s).
   c. Allow Lender, or its designated agents, upon reasonable notice access to inspect and to examine and take extracts from Borrower's books and records.
   d. Promptly inform Lender in writing of all material changes in Borrower's financial condition, and all existing and all threated litigation, claims,

investigation, administrative proceedings, or similar actions affecting Borrower, or any of its members, which could materially affect the financial condition of Borrower or the financial condition of any of its members.

e. Substantially and materially adhere to Borrower's proposal that it made via its "Economic Development Plan Application" and attachments thereto, and any amendments thereto. Said application, attachments, and amendments are incorporated herein by this reference.
f. Maintain its physical business location within in the municipal boundaries of the City of Columbus Nebraska for the entire term of this Agreement.
g. Provide the collateral as described in this Agreement as security for this loan.
h. In no way further encumber, assign, or pledge the collateral provided as security as described in this Agreement without the express written consent of the Lender.
i. In no way lease, pledge, hypothecate, sell or otherwise transfer or dispose of the collateral provided as security as described in this Agreement without the express written consent of the Lender.
j. In no way commingled with any property or assets of any other person or entity the collateral provided as security as described in this Agreement without the express written consent of the Lender.
k. Maintain, preserve, repair, and keep in good condition, repair and working order, ordinary wear and tear excepted, and in accordance with any applicable manufacturer's manual, all collateral as described in this Agreement.
l. Inform Lender in writing of its business opening date and standard hours of operation at its new facility.
m. Provide equal employment opportunities in its employment practices for all persons and will not discriminate against any person on the basis of race, color, religion, sex, age, national origin or disability.
n. In no way take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Borrower contained in this Agreement.
o. Offer a minimum of three community fitness events each year this Agreement is in effective.

3. Loan Amount and Disbursement. Lender will lend Borrower the total sum of Twenty-Five Thousand Dollars and No Cents ($25,000.00) at a four percent (4%) interest fixed rate. When ready to proceed with its project the Borrower shall in writing request the distribution of these funds from Lender. However, the parties agree that should Borrower fail to timely request and/or receive the distribution from Lender prior to June 30, 2025, that this Agreement shall automatically be voided and immediately terminated. Additionally, this loan is contingent

upon the successful closing of Borrower's the real property at issue; therefore, said loan funds shall not be released unless Borrower closes on and purchases this real property located at 2512 12th Street Columbus Nebraska, prior to January 31, 2025; and, should that not occur then this Agreement shall automatically be voided and immediately terminated. Should this Agreement be voided and terminated then:

a. Borrower shall have no right to the funds contemplated herein and releases and relinquishes any and all claims and said funds;
b. Lender shall not provide any Local Economic Development funds to Borrower that as are contemplated herein;
c. Borrower shall no longer be obligated to sign any Promissory Notes or Security Agreements or UCC Financing Statement; and
d. Lender may in its sole discretion reallocate in any manner which it sees fit to another applicant/recipient the Local Economic Development funds that were contemplated herein.

4. Repayment. Borrower shall repay the total Loan Amount in equal monthly installments over a period of ten (10) years. Repayment of such loan funds shall begin six (6) months after Borrower's facility is opened for business and interest shall being on that same date (by means of example only: if the facility opens on March 24, 2025, then the initial payment is due October 1, 2025). Each installment payment is due on the first of each month and considered late if not received by the fifth business day of each month. Such installment payments shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference.

Borrower may prepay this obligation, in full or in part, at any time. No penalty will be assessed for any prepayment.

Borrower shall execute a Promissory Note securing the full sum of Twenty-Five Thousand Dollars and No Cents ($25,000.00). Said Promissory Note shall further be secured by the following: A Security Agreement and UCC Financing Statement securing the total Twenty-Five Thousand Dollars and No Cents ($25,000.00). Said Promissory Note, Security Agreement, and UCC Financing Statement are hereby incorporated into and made a part of this Agreement by this reference.

5. Security Interest. To secure prompt and complete repayment of the loan and the obligations of this Agreement, Borrower pledges, assigns, and grants to Lender a security interest in the right, title, and interest of the following machinery, equipment, and collateral:

Item:	***Manufacture***	***Number of Said Items:***
- 5-50 lbs Complete Rubber Hex Dumbbell Set	Fray Fitness	1
- Plate-Loaded Lateral Raise – Black	Fray Fitness	1

- Plate-Loaded Chest Press – Gray	Fray Fitness	1
- 3 in 1 Wooded Plyo Box – 12" x 14" x 16"	Fray Fitness	1
- 3 in 1 Wooded Plyo Box – 16" x 20" x 24"	Fray Fitness	1
- Aerobic Step	Fray Fitness	3
- Savage Series Dip Attachment	Fray Fitness	1
- FHR4 Half Rack	Fray Fitness	2
- Selectorized Prone Leg Curl	Fray Fitness	1
- Two Tier Saddle Dumbbell Rack	Fray Fitness	1
- Plate-Loaded Row	Fray Fitness	1
- V-Grip Seated Row Cable Attachment	Fray Fitness	2
- Prostyle Wide Grip Lat Pulldown Cable Attachment	Fray Fitness	2
- 3"8 Heavy Duty Rubber Rolls (Flooring) – Confetti Color – Rolls are 4' wide and 22' length	Fray Fitness	20

Said security interest shall extend to all parts, accessories, repairs, replacements, substitutions, modifications, additions, improvements, and accessions thereto and therefore, whether now owned or hereafter acquired, and the proceeds, product, and income of any of the foregoing, including insurance proceeds.

6. Other Documents Incorporated and To Be Completed. Borrower shall complete, execute, and provide the following documents to the satisfaction of Lender; all of said documents are fully made a part hereto and incorporated herein to this Agreement by this reference:

- Promissory Note.
- Security Agreement
- UCC Financing Statement.
- Resolution of Mad Fitness LLC for authorizing the loan contemplated herein and execution of all necessary documents.

7. Insurance. Borrower shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to: fire insurance, public liability insurance, flood insurance, hazard insurance, and other risk insurances) that at a minimum cover the entire outstanding indebtedness. Lender will be named as additional insured on all policies. Borrower upon request will provide Lender with annual certificates from its insurers confirming the existence of the insurance coverage required herein. Borrower shall immediately notify Lender of any cancellation or lapse of coverage.

8. Taxes, Liens, and Charges. Borrower shall pay and discharge when due all of its

indebtedness and oblations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach.

9. Status Reports. Annual status reports shall be provided to Lender by Borrower within one-hundred twenty (120) days after the end of Borrower's fiscal year. Additionally, Borrower shall provide similar information, in any format requested, to Lender at any other time that Lender may otherwise request this information.

10. Project Publicity. Borrower agrees to allow Lender to issue news releases, take photos, and otherwise share information and/or make announcements about this project. Lender is not required to obtain any approval, written or otherwise, from the Borrower.

11. No Pending or Threatened Litigation. There is no pending or threaten action, suit, or proceeding before any court or governmental agency, authority, or body concerning Borrower or Borrower's assets, which, if adversely determined, would have a material adverse effect on Borrower's ability to perform its obligation under this Agreement.

12. Accurate Information. All information, reports, applications, papers, and other data supplied to Lender by Borrower were, at the time the same so furnished, complete and correct in all material respects to the extent necessary to give Lender a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to Lender in connection with the Loan contained any untrue statement of fact or omitted any fact in order to make the statement contained therein not misleading. There has been no adverse or material change in the financial condition, organization, business prospects, fixed properties, or personnel of Borrower, expect as provided by approved amendments, since the date of application for this Loan.

13. Default and Acceleration of Debt. If Borrower shall default under this Agreement, the Loan Agreement, or the Promissory Note, then Lender may utilize all such remedies as may be available in this Agreement, the Security Agreement, the Promissory Notes, or as may otherwise be available in law or in equity. In the event of a default, Lender may at its option declare the entire indebtedness to be immediately due and payable. The failure of Borrower to fulfill any of its obligations under this Agreement shall obligate Borrower to pay all expenses, including reasonable attorney fees, incurred by the Lender because of that failure. The Parties agree that every condition, covenant, and provision of this Agreement, the Security Agreement, and the Promissory Note is material and reasonable. Any breach by Borrower of a condition, covenant, or provision of this Agreement, the Security Agreement, or the Promissory Note will constitute a material breach and a default of Borrower's obligations. Examples of material breaches including but are not limited to:

a. Failure of Borrower to abide by any provision(s) of this Agreement, the Security Agreement, UCC Financing Statements, or the Promissory Note.
b. Abandonment of the property by Borrower.
c. Failure of Borrower to make the repayment obligations payment as required under this Agreement, the Security Agreement, UCC Financing Statements, or the Promissory Note.
d. Borrower files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency or makes a general assignment for the benefit of creditors.
e. Discovery by Lender that any material information provided by Borrower related to its Economic Development Plan Application is/was materially false.
f. Unapproved or unauthorized transfer of any interest acquired under this Agreement by Borrower.
g. Use of the real property or fitness equipment for unlawful purposes by Borrower.
h. Maintaining, committing, or permitting of a nuisance at the business location.
i. Borrower's default(s) with any senior or junior creditor(s).
j. The Lender in good faith believes itself insecure as to this loan.

14. Expenses of Collection or Enforcement. If Borrower breaches any provision of this Agreement, Borrower agrees to pay Lender, in addition to any other amount that maybe due from Borrower to Lender, an amount equal to the costs and expenses of collection and/or enforcement.

15. Notices. The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, for the following named individuals shall be the authorized representatives of the parties:

City of Columbus Attn: Tara Vasicek P.O. Box 1677 Columbus, NE 68602	Mad Fitness, LLC. Attn: Jesus Espinoza Lopez 322 27th Street Columbus, NE 68601

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

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party

to whom notice is given or on the fifth (5^{th}) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

16. Non-Waiver. No waiver by Lender of any default shall operate as a waiver of any other default or of the same default on a future occasion.

17. Applicable Law. Lender and Borrower agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Borrower shall further comply will all Zoning, Permitting, and City Code requirements of the City of Columbus, Nebraska.

18. Binding Effect. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns, and each other person or legal entity (including guarantors, members, endorsers, and sureties) of the parties hereto.

19. Severability. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provision of the Agreement, which other provisions shall remain in full force and effect.

20. Caption Headings. Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

21. Modification of Agreement. This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

22. Authorization. Borrower affirms that validity exists and is duly organized under the laws of the State of Nebraska. Borrower's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by the Borrower and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Borrower, or with any law, regulation, or court order that is applicable to the Borrower in any way. Jesus Espinoza Lopez, the President of Borrower, has been authorized to sign all documents associated with this Agreement on Borrower's behalf.

23. Full Integration. This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and this document embodies a full and complete understanding of the parties.

Executed this _____ Day of _____, 2024, by Mad Fitness, LLC.

BY:_____
Jesus Espinoza Lopez, as member
of and on behalf of Mad Fitness, LLC.

Constituting the sole member of Mad Fitness, LLC

Executed this _____ Day of _____, 2024, by The City of Columbus.

BY:

_____
James Bulkley, Mayor of the
City of Columbus

ATTEST:

_____
City Clerk, City of Columbus

APPROVED AS TO FORM:

_____
City Attorney, City of Columbus

******REMAINDER OF PAGE LEFT INTENTIONALLY BLANK******

SECURITY AGREEMENT

This Agreement is made and entered into this _____ day of _____, 202___, by and between The City of Columbus, PO Box 1677 Columbus, Nebraska, 68602 (hereinafter referred to as "Secured Party"), and Mad Fitness, LLC, 322 27th Street, Columbus, Nebraska, 68601 (hereinafter referred to as "Debtor").

Debtor and Secured Party have entered into an agreement where the Secured Party has agreed, subject to conditions, to make a loan to Debtor, in the principal amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) and at four percent (4%) interest. This Loan is evidence by a Loan Agreement. As an inducement for Secured Party to make the Loan, Debtor is executing this Security Agreement as security for the Loan Agreement.

In consideration of the mutual covenants and promises set forth herein, Debtor and Secured Party agree as follows:

1. Creation of Security Interest. Debtor grants to Secured Party a security interest in the collateral described in Section 2, as security for all the Debtor's present and future indebtedness, liability and obligation of every type and description, as well as all future accounts, advances and liabilities of whatever nature to Secured Party and all renewals and extensions thereof. The security interest granted hereby is to secure payment of the sum of Twenty-Five Thousand Dollars and No Cents ($25,000.00) with four percent (4%) interest thereon as provided in the promissory note(s) of the Debtor of even date herewith.

2. Description of Collateral. The collateral subject to this Security Agreement (herein collectively referred to as "the collateral") is the following property and equipment, and in the products, proceeds, offspring, rents, and profits thereof and any and all additions, accessions and substitutions thereto, whether now owned or hereafter acquired, to wit:

Item:	***Manufacture***	***Number of Said Items:***
- 5-50 lbs Complete Rubber Hex Dumbbell Set	Fray Fitness	1
- Plate-Loaded Lateral Raise – Black	Fray Fitness	1
- Plate-Loaded Chest Press – Gray	Fray Fitness	1
- 3 in 1 Wooded Plyo Box – 12" x 14" x 16"	Fray Fitness	1
- 3 in 1 Wooded Plyo Box – 16" x 20" x 24"	Fray Fitness	1
- Aerobic Step	Fray Fitness	3
- Savage Series Dip Attachment	Fray Fitness	1
- FHR4 Half Rack	Fray Fitness	2
- Selectorized Prone Leg Curl	Fray Fitness	1
- Two Tier Saddle Dumbbell Rack	Fray Fitness	1
- Plate-Loaded Row	Fray Fitness	1
- V-Grip Seated Row Cable Attachment	Fray Fitness	2
- Prostyle Wide Grip Lat Pulldown Cable Attachment	Fray Fitness	2
- 3"8 Heavy Duty Rubber Rolls (Flooring) – Confetti Color – Rolls are 4' wide and 22' length	Fray Fitness	20

and all parts, accessories, repairs, replacements, substitutions, modifications, additions, improvements, and accessions thereto and therefore, whether now owned or hereafter acquired, and wherever located, and the

proceeds, product, and income of any of the forgoing, including insurance proceeds.

3. Representations as to Collateral. Debtor warrants that it owns the aforementioned collateral free and clear of any lien, security interest, charge, or encumbrance. Debtor further warrants that none of the collateral has been or will be commingled with any property or assets of any other person or entity. Debtor agrees that it shall not lease, pledge, hypothecate, sell or otherwise transfer or dispose of the collateral provided as security.

4. Obligations of Debtor, Generally. Debtor hereby agrees to, warrants, and covenants that:

(a) Payment. Debtor shall pay to Secured Party all indebtedness owed as identified above in Paragraph No. 1, or any renewals or extensions thereof upon demand. Payments shall be made according to the Loan Amortization Schedule attached as "EXHIBIT A", which is incorporated herein by this reference.

(b) Debtor shall have and maintain insurance at all times with respect to all collateral against risks of fire (including, but not limited to extended coverage), theft, and other risks as the Secured Party may require, contain such terms, in such form, for such period and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party and Debtor as their interests may appear; that all policies of insurance shall provide for ten days written notice cancellation to Secured Party and at request of Secured Party all policies of insurance shall be delivered to and held by it.

(c) Debtor will keep the collateral in good condition and will have regular and proper maintenance performed on said collateral at recommended intervals.

(d) Debtor shall not sell, transfer or dispose of the collateral without the prior written consent of Secured Party, nor grant a further security interest in the collateral without the prior written consent of Secured Party.

(e) Debtor shall not cause any liens to be placed on the collateral and will not undertake any repair or improvements to the collateral that would give rise to a lien of any kind without the written permission of Secured Party.

(f) Debtor shall keep the collateral upon the property located at 2512 12th Street, Columbus Nebraska, and Debtor shall not remove the collateral from this location without the prior written consent of the Secured Party.

(g) Debtor shall at all times keep accurate and complete records concerning the collateral and, Secured Party, or any of its agents, shall have the right at any time to inspect the collateral or any part thereof.

(h) Debtor, upon the request of Secured Party, shall deliver to Secured Party lists or copies of all accounts which are proceeds of the collateral promptly after they arise and will deliver to Secured Party promptly upon receipt all proceeds of the collateral, including proceeds of the accounts referred to above, received by Debtor in the exact form in which they are received; that to evidence Secured Parties' rights hereunder Debtor will assign or endorse proceeds to Secured Party as Secured Party may request and Secured Party shall have full power to collect, compromise, endorse, sell or otherwise deal with proceeds in its own name or that of Debtor; Debtor will not permit set-offs or credits against proceeds; and, Secured Party, in its discretion, may apply cash proceeds to the payment of any Obligations secured hereby or may release such cashed proceeds to Debtor for use in the operation of Debtor's business.

(i) Debtor shall not use the collateral in violation of any statute or ordinance.

5. Financing Statement. Debtor assures Secured Party that no Financing Statement covering the collateral or any proceeds thereof is on file in any public office; and, at the request of Secured Party, Debtor will join with Secured Party in exercising one or more Financing Statements, and any appropriate amendments, pursuant to the Uniform Commercial Code in a form satisfactory to Secured Party, Debtor will pay the costs of filing the same in all public offices wherever filing is deemed to be necessary by the Secured Party.

6. Time of the Essence. When performing any act under this Security Agreement, and the Promissory Note secured thereby, time shall be of the essence.

7. Default. Debtor shall be in default under this Agreement upon the happening of any of the following:

(a) Debtor fails to pay any amount payable herein or perform any obligation, covenant or liability contained or referred to herein, or in any Promissory Note evidencing the same.
(b) Any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor as it relates to or in connection with this Agreement, or in connection with Debtor's loan application, proves to have been false in any material respect when made or furnished.
(c) Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement, or undertakings.
(d) Loss, theft, damage, sale, or encumbrances to or of any of the collateral, or the making of any levy, seizure, or attachment thereof or thereon.
(e) Death, dissolution, termination or existence, insolvency, business failure, appointment of a receiver of any part of the property, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.
(f) Failure to properly care for and protect any of the collateral.
(g) The Secured Party deems itself to be insecure.
(i) Fails to adhere to any term or condition of the Loan Agreement

8. Remedies. On any default, and at any time thereafter:

(a) Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies as provided for under the law of the State of Nebraska, including as provided by Article 9 of the Uniform Commercial Code of the Nebraska Revised Statutes, as well as any and all other rights and remedies possessed by Secured Party. Such expenses incurred by the Secured Party shall be added to the indebtedness secured herein.
(b) Secured Party shall have the right to remove the collateral from Debtor's premises. Secured Party may require Debtor to assemble the collateral and make it available to Secured Party at any place to be designated by Secured Party that is reasonably convenient to both Parties. For purposes of removal and possession of the collateral, Secured Party or its representatives may enter any premises of Debtor without legal process, and Debtor waives and releases Secured Party of and from any and all claims in connection therewith or arising therefrom.

9. Notice. The requirements of reasonable notice shall be met if such notice is mailed postage prepaid, to the address of Debtor shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition.

10. Non-Waiver. No waiver by Secured Party of any default shall operate as a waiver or any other default or of the same default on a future occasion.

11. Severability. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provision of the Agreement, which other provisions shall remain in full force and effect.

12. Full Integration. This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and this document embodies a full and complete understanding of the parties.

Executed this _____ Day of _____, 202____, by Mad Fitness, LLC.

BY:_____
Jesus Espinoza Lopez, as member
of and on behalf of Mad Fitness, LLC.

Constituting the sole member of Mad Fitness, LLC

Executed this _____ Day of _____, 202___, by The City of Columbus.

BY:

_____
James Bulkley, Mayor of the
City of Columbus

ATTEST:

_____
City Clerk, City of Columbus

APPROVED AS TO FORM:

_____
City Attorney, City of Columbus

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, a notary public qualified for said county, personally came James Bulkley, as Mayor of the City of Columbus, known to me to be the identical person who signed the foregoing Security Agreement and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this _____ day of _____, 202___.

_____
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, a notary public qualified for said county, personally came Jesus Espinoza Lopez, as member of and on behalf of Mad Fitness, LLC, known to me to be the identical person who signed the foregoing Security Agreement and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this _____ day of _____, 202___.

_____
NOTARY PUBLIC

PROMISSORY NOTE

$25,000.00

FOR VALUABLE CONSIDERATION, Mad Fitness, LLC (whose mailing address is 322 27th Street, Columbus, NE 68601), the undersigned, promises to pay to the order of The City of Columbus (located at 2500 14th St, Columbus, Nebraska, 68601), the total sum of Twenty-Five Thousand Dollars ($25,000.00) with four percent (4%) interest thereon as described herein, for payment of which it binds itself, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Note, with payment to be made as follows:

> Mad Fitness, LLC, shall repay the total sum of Twenty-Five Thousand Dollars ($25,000.00) with four percent (4%) interest thereon in equal monthly installments over a period of ten (10) years following the date of distribution. Repayment of such loan funds shall begin six (6) months after Mad Fitness, LLC's, facility is opened for business and interest shall being on that same date (by means of example only: if the facility opens March 24, 2025, then the initial payment is due October 1, 2025). Each installment payment is due on the first of each month and considered late if not received by the fifth business day of each month. Such installment payments shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference.

In case of default in the payment or in case of a breach in any of the terms, conditions and covenants of that certain Loan Agreement, dated _____, 202____ and entered into between the City of Columbus and Mad Fitness, LLC, (herein Loan Agreement) or the terms and conditions of the Security Agreement and UCC Financing Statements given to secure this Note, then upon occurrence of any of the above said events the entire indebtedness shall become due and payable at the option of the legal holder hereof and payment thereof may be enforced forthwith.

The terms, covenants, conditions, provisions, stipulations and agreements of the said Loan Agreement and Security Agreements and UCC Financing Statements are hereby made a part of this Promissory Note to the same extent and with the same effect as if they were fully set forth herein, and the undersigned does hereby covenant and promise to abide by and comply with each and every covenant and condition set forth in this Promissory Note, the accompanying Loan Agreement and Security Agreements and UCC Financing Statements given to secure the same.

Executed this _____ Day of _____, 202____, by Mad Fitness, LLC.

BY:_____
Jesus Espinoza Lopez, as member
of and on behalf of Mad Fitness, LLC.

Constituting the sole member of Mad Fitness, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, a notary public qualified for said county, personally came Jesus Espinoza Lopez, as member of and on behalf of Mad Fitness, LLC, known to me to be the identical person who signed the foregoing Promissory Note and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this _____ day of _____, 202____.

_____
NOTARY PUBLIC

******REMAINDER OF PAGE LEFT INTENTIONALLY BLANK******

“Exhibit A”

LOAN AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	$25,000.00
Annual interest rate	4.00%
Loan period in years	10
Number of payments per year	12
Start date of loan	7/1/2025
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$253.11
Scheduled number of payments	120
Actual number of payments	120
Total early payments	$0.00
Total interest	$5,373.54
LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	7/1/2025	$25,000.00	$253.11	$0.00	$253.11	$169.78	$83.33	$24,830.22	$83.33
2	8/1/2025	$24,830.22	$253.11	$0.00	$253.11	$170.35	$82.77	$24,659.88	$166.10
3	9/1/2025	$24,659.88	$253.11	$0.00	$253.11	$170.91	$82.20	$24,488.96	$248.30
4	10/1/2025	$24,488.96	$253.11	$0.00	$253.11	$171.48	$81.63	$24,317.48	$329.93
5	11/1/2025	$24,317.48	$253.11	$0.00	$253.11	$172.05	$81.06	$24,145.42	$410.99
6	12/1/2025	$24,145.42	$253.11	$0.00	$253.11	$172.63	$80.48	$23,972.80	$491.47
7	1/1/2026	$23,972.80	$253.11	$0.00	$253.11	$173.20	$79.91	$23,799.59	$571.38
8	2/1/2026	$23,799.59	$253.11	$0.00	$253.11	$173.78	$79.33	$23,625.81	$650.71
9	3/1/2026	$23,625.81	$253.11	$0.00	$253.11	$174.36	$78.75	$23,451.45	$729.47
10	4/1/2026	$23,451.45	$253.11	$0.00	$253.11	$174.94	$78.17	$23,276.51	$807.64
11	5/1/2026	$23,276.51	$253.11	$0.00	$253.11	$175.52	$77.59	$23,100.99	$885.23
12	6/1/2026	$23,100.99	$253.11	$0.00	$253.11	$176.11	$77.00	$22,924.88	$962.23
13	7/1/2026	$22,924.88	$253.11	$0.00	$253.11	$176.70	$76.42	$22,748.18	$1,038.65
14	8/1/2026	$22,748.18	$253.11	$0.00	$253.11	$177.29	$75.83	$22,570.89	$1,114.47
15	9/1/2026	$22,570.89	$253.11	$0.00	$253.11	$177.88	$75.24	$22,393.02	$1,189.71
16	10/1/2026	$22,393.02	$253.11	$0.00	$253.11	$178.47	$74.64	$22,214.55	$1,264.35
17	11/1/2026	$22,214.55	$253.11	$0.00	$253.11	$179.06	$74.05	$22,035.48	$1,338.40
18	12/1/2026	$22,035.48	$253.11	$0.00	$253.11	$179.66	$73.45	$21,855.82	$1,411.85
19	1/1/2027	$21,855.82	$253.11	$0.00	$253.11	$180.26	$72.85	$21,675.56	$1,484.71
20	2/1/2027	$21,675.56	$253.11	$0.00	$253.11	$180.86	$72.25	$21,494.70	$1,556.96
21	3/1/2027	$21,494.70	$253.11	$0.00	$253.11	$181.46	$71.65	$21,313.24	$1,628.61
22	4/1/2027	$21,313.24	$253.11	$0.00	$253.11	$182.07	$71.04	$21,131.17	$1,699.65
23	5/1/2027	$21,131.17	$253.11	$0.00	$253.11	$182.68	$70.44	$20,948.49	$1,770.09
24	6/1/2027	$20,948.49	$253.11	$0.00	$253.11	$183.28	$69.83	$20,765.21	$1,839.92
25	7/1/2027	$20,765.21	$253.11	$0.00	$253.11	$183.90	$69.22	$20,581.31	$1,909.13
26	8/1/2027	$20,581.31	$253.11	$0.00	$253.11	$184.51	$68.60	$20,396.80	$1,977.74
27	9/1/2027	$20,396.80	$253.11	$0.00	$253.11	$185.12	$67.99	$20,211.68	$2,045.73
28	10/1/2027	$20,211.68	$253.11	$0.00	$253.11	$185.74	$67.37	$20,025.94	$2,113.10
29	11/1/2027	$20,025.94	$253.11	$0.00	$253.11	$186.36	$66.75	$19,839.58	$2,179.85
30	12/1/2027	$19,839.58	$253.11	$0.00	$253.11	$186.98	$66.13	$19,652.60	$2,245.99
31	1/1/2028	$19,652.60	$253.11	$0.00	$253.11	$187.60	$65.51	$19,465.00	$2,311.49
32	2/1/2028	$19,465.00	$253.11	$0.00	$253.11	$188.23	$64.88	$19,276.77	$2,376.38
33	3/1/2028	$19,276.77	$253.11	$0.00	$253.11	$188.86	$64.26	$19,087.91	$2,440.63
34	4/1/2028	$19,087.91	$253.11	$0.00	$253.11	$189.49	$63.63	$18,898.42	$2,504.26
35	5/1/2028	$18,898.42	$253.11	$0.00	$253.11	$190.12	$62.99	$18,708.30	$2,567.25
36	6/1/2028	$18,708.30	$253.11	$0.00	$253.11	$190.75	$62.36	$18,517.55	$2,629.62
37	7/1/2028	$18,517.55	$253.11	$0.00	$253.11	$191.39	$61.73	$18,326.17	$2,691.34

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	8/1/2028	$18,326.17	$253.11	$0.00	$253.11	$192.03	$61.09	$18,134.14	$2,752.43
39	9/1/2028	$18,134.14	$253.11	$0.00	$253.11	$192.67	$60.45	$17,941.47	$2,812.87
40	10/1/2028	$17,941.47	$253.11	$0.00	$253.11	$193.31	$59.80	$17,748.17	$2,872.68
41	11/1/2028	$17,748.17	$253.11	$0.00	$253.11	$193.95	$59.16	$17,554.21	$2,931.84
42	12/1/2028	$17,554.21	$253.11	$0.00	$253.11	$194.60	$58.51	$17,359.61	$2,990.35
43	1/1/2029	$17,359.61	$253.11	$0.00	$253.11	$195.25	$57.87	$17,164.37	$3,048.22
44	2/1/2029	$17,164.37	$253.11	$0.00	$253.11	$195.90	$57.21	$16,968.47	$3,105.43
45	3/1/2029	$16,968.47	$253.11	$0.00	$253.11	$196.55	$56.56	$16,771.92	$3,162.00
46	4/1/2029	$16,771.92	$253.11	$0.00	$253.11	$197.21	$55.91	$16,574.71	$3,217.90
47	5/1/2029	$16,574.71	$253.11	$0.00	$253.11	$197.86	$55.25	$16,376.85	$3,273.15
48	6/1/2029	$16,376.85	$253.11	$0.00	$253.11	$198.52	$54.59	$16,178.32	$3,327.74
49	7/1/2029	$16,178.32	$253.11	$0.00	$253.11	$199.19	$53.93	$15,979.14	$3,381.67
50	8/1/2029	$15,979.14	$253.11	$0.00	$253.11	$199.85	$53.26	$15,779.29	$3,434.93
51	9/1/2029	$15,779.29	$253.11	$0.00	$253.11	$200.52	$52.60	$15,578.77	$3,487.53
52	10/1/2029	$15,578.77	$253.11	$0.00	$253.11	$201.18	$51.93	$15,377.59	$3,539.46
53	11/1/2029	$15,377.59	$253.11	$0.00	$253.11	$201.85	$51.26	$15,175.74	$3,590.72
54	12/1/2029	$15,175.74	$253.11	$0.00	$253.11	$202.53	$50.59	$14,973.21	$3,641.30
55	1/1/2030	$14,973.21	$253.11	$0.00	$253.11	$203.20	$49.91	$14,770.01	$3,691.21
56	2/1/2030	$14,770.01	$253.11	$0.00	$253.11	$203.88	$49.23	$14,566.13	$3,740.45
57	3/1/2030	$14,566.13	$253.11	$0.00	$253.11	$204.56	$48.55	$14,361.57	$3,789.00
58	4/1/2030	$14,361.57	$253.11	$0.00	$253.11	$205.24	$47.87	$14,156.33	$3,836.87
59	5/1/2030	$14,156.33	$253.11	$0.00	$253.11	$205.93	$47.19	$13,950.40	$3,884.06
60	6/1/2030	$13,950.40	$253.11	$0.00	$253.11	$206.61	$46.50	$13,743.79	$3,930.56
61	7/1/2030	$13,743.79	$253.11	$0.00	$253.11	$207.30	$45.81	$13,536.49	$3,976.38
62	8/1/2030	$13,536.49	$253.11	$0.00	$253.11	$207.99	$45.12	$13,328.50	$4,021.50
63	9/1/2030	$13,328.50	$253.11	$0.00	$253.11	$208.68	$44.43	$13,119.82	$4,065.93
64	10/1/2030	$13,119.82	$253.11	$0.00	$253.11	$209.38	$43.73	$12,910.44	$4,109.66
65	11/1/2030	$12,910.44	$253.11	$0.00	$253.11	$210.08	$43.03	$12,700.36	$4,152.69
66	12/1/2030	$12,700.36	$253.11	$0.00	$253.11	$210.78	$42.33	$12,489.58	$4,195.03
67	1/1/2031	$12,489.58	$253.11	$0.00	$253.11	$211.48	$41.63	$12,278.10	$4,236.66
68	2/1/2031	$12,278.10	$253.11	$0.00	$253.11	$212.19	$40.93	$12,065.91	$4,277.59
69	3/1/2031	$12,065.91	$253.11	$0.00	$253.11	$212.89	$40.22	$11,853.02	$4,317.81
70	4/1/2031	$11,853.02	$253.11	$0.00	$253.11	$213.60	$39.51	$11,639.42	$4,357.32
71	5/1/2031	$11,639.42	$253.11	$0.00	$253.11	$214.31	$38.80	$11,425.10	$4,396.11
72	6/1/2031	$11,425.10	$253.11	$0.00	$253.11	$215.03	$38.08	$11,210.07	$4,434.20
73	7/1/2031	$11,210.07	$253.11	$0.00	$253.11	$215.75	$37.37	$10,994.33	$4,471.56
74	8/1/2031	$10,994.33	$253.11	$0.00	$253.11	$216.47	$36.65	$10,777.86	$4,508.21
75	9/1/2031	$10,777.86	$253.11	$0.00	$253.11	$217.19	$35.93	$10,560.68	$4,544.14
76	10/1/2031	$10,560.68	$253.11	$0.00	$253.11	$217.91	$35.20	$10,342.76	$4,579.34
77	11/1/2031	$10,342.76	$253.11	$0.00	$253.11	$218.64	$34.48	$10,124.13	$4,613.82
78	12/1/2031	$10,124.13	$253.11	$0.00	$253.11	$219.37	$33.75	$9,904.76	$4,647.56
79	1/1/2032	$9,904.76	$253.11	$0.00	$253.11	$220.10	$33.02	$9,684.66	$4,680.58
80	2/1/2032	$9,684.66	$253.11	$0.00	$253.11	$220.83	$32.28	$9,463.83	$4,712.86
81	3/1/2032	$9,463.83	$253.11	$0.00	$253.11	$221.57	$31.55	$9,242.27	$4,744.41
82	4/1/2032	$9,242.27	$253.11	$0.00	$253.11	$222.31	$30.81	$9,019.96	$4,775.22
83	5/1/2032	$9,019.96	$253.11	$0.00	$253.11	$223.05	$30.07	$8,796.92	$4,805.28
84	6/1/2032	$8,796.92	$253.11	$0.00	$253.11	$223.79	$29.32	$8,573.13	$4,834.61
85	7/1/2032	$8,573.13	$253.11	$0.00	$253.11	$224.54	$28.58	$8,348.59	$4,863.18

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
86	8/1/2032	$8,348.59	$253.11	$0.00	$253.11	$225.28	$27.83	$8,123.31	$4,891.01
87	9/1/2032	$8,123.31	$253.11	$0.00	$253.11	$226.04	$27.08	$7,897.27	$4,918.09
88	10/1/2032	$7,897.27	$253.11	$0.00	$253.11	$226.79	$26.32	$7,670.48	$4,944.41
89	11/1/2032	$7,670.48	$253.11	$0.00	$253.11	$227.54	$25.57	$7,442.94	$4,969.98
90	12/1/2032	$7,442.94	$253.11	$0.00	$253.11	$228.30	$24.81	$7,214.63	$4,994.79
91	1/1/2033	$7,214.63	$253.11	$0.00	$253.11	$229.06	$24.05	$6,985.57	$5,018.84
92	2/1/2033	$6,985.57	$253.11	$0.00	$253.11	$229.83	$23.29	$6,755.74	$5,042.12
93	3/1/2033	$6,755.74	$253.11	$0.00	$253.11	$230.59	$22.52	$6,525.15	$5,064.64
94	4/1/2033	$6,525.15	$253.11	$0.00	$253.11	$231.36	$21.75	$6,293.79	$5,086.39
95	5/1/2033	$6,293.79	$253.11	$0.00	$253.11	$232.13	$20.98	$6,061.65	$5,107.37
96	6/1/2033	$6,061.65	$253.11	$0.00	$253.11	$232.91	$20.21	$5,828.75	$5,127.58
97	7/1/2033	$5,828.75	$253.11	$0.00	$253.11	$233.68	$19.43	$5,595.06	$5,147.01
98	8/1/2033	$5,595.06	$253.11	$0.00	$253.11	$234.46	$18.65	$5,360.60	$5,165.66
99	9/1/2033	$5,360.60	$253.11	$0.00	$253.11	$235.24	$17.87	$5,125.36	$5,183.53
100	10/1/2033	$5,125.36	$253.11	$0.00	$253.11	$236.03	$17.08	$4,889.33	$5,200.61
101	11/1/2033	$4,889.33	$253.11	$0.00	$253.11	$236.82	$16.30	$4,652.51	$5,216.91
102	12/1/2033	$4,652.51	$253.11	$0.00	$253.11	$237.60	$15.51	$4,414.91	$5,232.42
103	1/1/2034	$4,414.91	$253.11	$0.00	$253.11	$238.40	$14.72	$4,176.51	$5,247.13
104	2/1/2034	$4,176.51	$253.11	$0.00	$253.11	$239.19	$13.92	$3,937.32	$5,261.06
105	3/1/2034	$3,937.32	$253.11	$0.00	$253.11	$239.99	$13.12	$3,697.33	$5,274.18
106	4/1/2034	$3,697.33	$253.11	$0.00	$253.11	$240.79	$12.32	$3,456.54	$5,286.50
107	5/1/2034	$3,456.54	$253.11	$0.00	$253.11	$241.59	$11.52	$3,214.95	$5,298.03
108	6/1/2034	$3,214.95	$253.11	$0.00	$253.11	$242.40	$10.72	$2,972.56	$5,308.74
109	7/1/2034	$2,972.56	$253.11	$0.00	$253.11	$243.20	$9.91	$2,729.35	$5,318.65
110	8/1/2034	$2,729.35	$253.11	$0.00	$253.11	$244.02	$9.10	$2,485.34	$5,327.75
111	9/1/2034	$2,485.34	$253.11	$0.00	$253.11	$244.83	$8.28	$2,240.51	$5,336.03
112	10/1/2034	$2,240.51	$253.11	$0.00	$253.11	$245.64	$7.47	$1,994.86	$5,343.50
113	11/1/2034	$1,994.86	$253.11	$0.00	$253.11	$246.46	$6.65	$1,748.40	$5,350.15
114	12/1/2034	$1,748.40	$253.11	$0.00	$253.11	$247.28	$5.83	$1,501.12	$5,355.98
115	1/1/2035	$1,501.12	$253.11	$0.00	$253.11	$248.11	$5.00	$1,253.01	$5,360.98
116	2/1/2035	$1,253.01	$253.11	$0.00	$253.11	$248.94	$4.18	$1,004.07	$5,365.16
117	3/1/2035	$1,004.07	$253.11	$0.00	$253.11	$249.77	$3.35	$754.30	$5,368.51
118	4/1/2035	$754.30	$253.11	$0.00	$253.11	$250.60	$2.51	$503.71	$5,371.02
119	5/1/2035	$503.71	$253.11	$0.00	$253.11	$251.43	$1.68	$252.27	$5,372.70
120	6/1/2035	$252.27	$253.11	$0.00	$252.27	$251.43	$0.84	$0.00	$5,373.54

RESOLUTION OF
MAD FITNESS LLC
FOR COLUMBUS ECONOMIC DEVELOPMENT LOAN

The members of Mad Fitness LLC, a Nebraska Limited Liability Company, do hereby certify that the following is a true, complete an accurate copy of a resolution adopted at a meeting of the Company duly and properly called and held on the _____ day of _____, 202____. That a quorum was present at the meeting; that the resolutions are set forth in the minutes of the meeting and have not been rescinded or modified.

BE IT RESOLVED that the following: Jesus Espinoza Lopez, as member of and on behalf of Mad Fitness, LLC, is hereby authorized to procure credit and borrow money on behalf of the Company from the City of Columbus, Nebraska, (from the City's economic development fund) and sign notes, agreements, deeds of trust, security agreements, and other instruments to evidence the same and are further authorized to mortgage, pledge, assign, endorse and deliver any assets of the Company as security for any or all obligations of any kind of this Company to the City of Columbus with full power to withdraw, exchange, and substitute other securities for those originally pledged.

BE IT FURTHER RESOLVED that the powers and authority granted by this resolution shall continue in full force and effect until notice in writing is given to the City of Columbus, Nebraska, of the cancellation or modification thereof.

Executed this _____ day of _____, 202_____.

Mad Fitness, LLC, a Nebraska Limited Liability Company:

BY:_____
Jesus Espinoza Lopez, as member
of and on behalf of Mad Fitness, LLC.

Constituting sole member of Mad Fitness, LLC

19.H. Resolution No. R24-143 approving loan agreement with Platte County Fair Foundation in the amount of $25,000 to support a feasibility and economic impact analysis using economic development plan funds, as recommended by the Citizens Advisory Review Committee.

RESOLUTION NO. R24-143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOAN AGREEMENT WITH PLATTE COUNTY FAIR FOUNDATION, IN THE AMOUNT OF $25,000 FOR FINANCIAL ASSISTANCE IN ITS DESIRED FINANCING OF A FEASIBILITY AND ECONOMIC IMPACT ANALYSIS OF SUSTAINABILITY IN REGARDS TO A NEW OR REDEVELOPED MULTIPURPOSE FAIR GROUND, USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF SAID AGREEMENT 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 PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska's Economic Development Plan, 2019 through 2027, includes the following eligible activities: "[t]he purchase and ownership of real estate, options for real estate, and renewal or extension of options to include land acquisition and construction of new buildings" and "other activities as permitted by the Nebraska state law" (i.e., tourism-related activities); and

WHEREAS, Platte County Fair Foundation, a not-for-profit corporation of the State of Nebraska, has submitted an application to the City "840" Local Economic Development Fund for financial assistance in its desired financing of a feasibility and economic impact analysis of sustainability in regards to a new or redeveloped multipurpose fair ground; and

WHEREAS, Borrower's application for Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the loan be approved by the City Council in the amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) with zero percent (0%) interest as detailed in the attached Loan Agreement, which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Loan Agreement with Platte County Fair Foundation, in the amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) with zero percent (0%) interest for assistance from the City's Local Economic Development Fund concerning financial assistance in its desired financing of a feasibility and economic impact analysis of sustainability in regards to a new or redeveloped multipurpose fair ground is hereby approved, a copy of which is attached hereto and incorporated herein by this reference; 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 _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

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

memorandum

DATE: November 27, 2024

TO: Tara Vasicek, City Administrator

FROM: Jean Van Iperen, Planning & Economic Development Coordinator

RE: Approval of LB840 Loan for Platte County Fair Foundation

RECOMMENDATION:

Approval of the resolution

DISCUSSION:

The Citizens Advisory Review Committee (CARC) has reviewed and approved the recommendation for a $25,000 LB840 loan to the Platte County Fair Foundation. The loan is offered at 0% interest, with a balloon payment due in three years. The proposed funds will be used to support a feasibility and economic impact analysis to evaluate the sustainability of a new or redeveloped multipurpose fairground facility.

The loan agreement includes specific conditions to ensure alignment with the City's development goals. Any purchase, acquisition, improvement, or redevelopment of real property funded by this loan must occur within the city limits of Columbus or its extraterritorial zoning jurisdiction. Furthermore, the Foundation is prohibited from selling, transferring, or disposing of ownership of its current property until a comprehensive master plan for the property is developed and approved by the City.

The loan proceeds will be used to engage Stone Planning, LLC, to prepare the feasibility and economic impact analysis. Approval of this loan is contingent upon the Foundation successfully securing additional financing required for the analysis. This recommendation represents a strategic investment in exploring the future viability and impact of enhanced fairground facilities, which are vital to supporting community events and economic growth.

ALTERNATIVE:

Do not approve.

Signature:

Approved By: _____

LOAN AGREEMENT

This Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as the "Lender"), and Platte County Fair Foundation, a not-for-profit corporation of the State of Nebraska (hereinafter referred to as "Borrower").

WHEREAS, Borrower has submitted an application to Lender's "840" Local Economic Development Fund for financial assistance in its desired financing a feasibility and economic impact analysis of sustainability in regards to a new or redeveloped multipurpose fair ground; and

WHEREAS, the application for "840" Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC) and the CARC has generally recommended the loan be approved by the City Council for in the amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) at zero percent (0%) interest; and

WHEREAS, the parties are desirous to proceed with such loan under the terms and conditions of this Loan Agreement, and the corresponding Promissory Note.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose of Loan. The Lender is making a loan, as herein described in this Agreement, to Borrower under the Lender's Economic Development Program to assist Borrower with financing for completion of feasibility and economic impact analysis of sustainability in regard to a new or redeveloped multipurpose fair ground. The purpose of this loan is related to the following eligible activity of the Economic Development Program: "[t]he purchase and ownership of real estate, options for real estate, and renewal or extension of options to include land acquisition and construction of new buildings" and "other activities as permitted by the Nebraska state law" (i.e., tourism-related activities). Borrower shall only use the proceeds from this loan for said purposes. Any real property to be purchased and/or improved as a result of this study shall be located within in the municipal boundaries and/or extraterritorial zoning jurisdiction of the City of Columbus Nebraska.

2. Borrower Requirements. Borrower shall be required to:
   a. Only use the loan proceeds contemplated herein for the specific purposes that have been stated in this Agreement.
   b. Allow Lender, or its designated agents, upon reasonable notice access to inspect the real property and machinery wherein Borrower's business is located.
   c. Allow Lender, or its designated agents, upon reasonable notice access to inspect

and to examine and take extracts from Borrower's books and records.

d. Promptly inform Lender in writing of all material changes in Borrower's financial condition, and all existing and all threated litigation, claims, investigation, administrative proceedings, or similar actions affecting Borrower, or any of its members, which could materially affect the financial condition of Borrower or the financial condition of any of its members.
e. Substantially and materially adhere to Borrower's proposal that it made via its "Economic Development Plan Application" and attachments thereto, and any amendments thereto. Said application, attachments, and amendments are incorporated herein by this reference.
f. Provide equal employment opportunities in its employment practices for all persons and will not discriminate against any person on the basis of race, color, religion, sex, age, national origin or disability.
g. In no way take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Borrower contained in this Agreement
h. Purchase, acquire, improve, and/or (re)develop real property within in the municipal boundaries and/or extraterritorial zoning jurisdiction of the City of Columbus Nebraska, unless otherwise approved by Lender in writing.
i. In no way sell or transfer or disposed of ownership, in whole or in part, of the real property owned by the Borrower wherein the County Fair site is currently located, which is legally described in the attached "Exhibit A" is and more commonly located at 822 15 Street, Columbus, Nebraska, and which is further shown on the Map attached as "Exhibit B", until a comprehensive master plan for said real property has been developed by Borrower and thereafter approved by Lender (the purpose of said comprehensive master plan is to ensure alignment with the Lender's comprehensive plan).
j. Engage Stone Planning, LLC, for preparation of the feasibility and economic impact analysis of sustainability in regard to a new or redeveloped multipurpose fair ground.

3. Loan Amount and Disbursement. Lender will lend Borrower the total sum of Twenty-Five Thousand Dollars and No Cents ($25,000.00) at a zero percent (0%) interest fixed rate. When ready to proceed with its project the Borrower shall in writing request the distribution of these funds from Lender. This loan is contingent upon the Borrower successfully obtaining financing for the remaining balance of the feasibility and economic impact analysis of sustainability in regards to a new or redeveloped multipurpose fair ground at issue; therefore, said loan funds shall not be released unless Borrower has secured said financing; and, should that not occur then this Agreement shall automatically be voided and immediately terminated. Should

this Agreement be voided and terminated then:

a. Borrower shall have no right to the funds contemplated herein and releases and relinquishes any and all claims and said funds;
b. Lender shall not provide any Local Economic Development funds to Borrower that as are contemplated herein;
c. Borrower shall no longer be obligated to sign any Promissory; and
d. Lender may in its sole discretion reallocate in any manner which it sees fit to another applicant/recipient the Local Economic Development funds that were contemplated herein.

4. Repayment. Borrower shall repay the total Loan Amount three (3) years following the date of distribution as stated in Paragraph 3 above. Such balloon payment shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit C" and is hereby incorporated into and made a part of this Agreement by this reference. Borrower may prepay this obligation, in full or in part, at any time. No penalty will be assessed for any prepayment. Borrower shall execute a Promissory Note securing the full sum of Twenty-Five Thousand Dollars and No Cents ($25,000.00).

5. Other Documents Incorporated and To Be Completed. Borrower shall complete, execute, and provide the following documents to the satisfaction of Lender; all of said documents are fully made a part hereto and incorporated herein to this Agreement by this reference:

- Promissory Note.
- Resolution of Platte County Fair Foundation for authorizing the loan contemplated herein and execution of all necessary documents.

6. Insurance. Borrower shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to: fire insurance, public liability insurance, flood insurance, hazard insurance, and other risk insurances) that at a minimum cover the entire outstanding indebtedness. Lender will be named as additional insured on all policies. Borrower upon request will provide Lender with annual certificates from its insurers confirming the existence of the insurance coverage required herein. Borrower shall immediately notify Lender of any cancellation or lapse of coverage.

7. Taxes, Liens, and Charges. Borrower shall pay and discharge when due all of its indebtedness and oblations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach.

8. Status Reports. Annual status reports shall be provided to Lender by Borrower within one-hundred twenty (120) days after the end of Borrower's fiscal year. Additionally, Borrower shall provide similar information, in any format requested, to Lender at any other time Lender may otherwise request this information.

9. Project Publicity. Borrower agrees to allow Lender to issue news releases, take photos, and otherwise share information and/or make announcements about this project. Lender is not required to obtain any approval, written or otherwise, from the Borrower.

10. No Pending or Threatened Litigation. There is no pending or threaten action, suit, or proceeding before any court or governmental agency, authority, or body concerning Borrower or Borrower's assets, which, if adversely determined, would have a material adverse effect on Borrower's ability to perform its obligation under this Agreement.

11. Accurate Information. All information, reports, applications, papers, and other data supplied to Lender by Borrower were, at the time the same so furnished, complete and correct in all material respects to the extent necessary to give Lender a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to Lender in connection with the Loan contained any untrue statement of fact or omitted any fact in order to make the statement contained therein not misleading. There has been no adverse or material change in the financial condition, organization, business prospects, fixed properties, or personnel of Borrower, expect as provided by approved amendments, since the date of application for this Loan.

12. Default and Acceleration of Debt. If Borrower shall default under this Agreement or the Promissory Note, then Lender may utilize all such remedies as may be available in this Agreement, the Promissory Notes, or as may otherwise be available in law or in equity. In the event of a default, Lender may at its option declare the entire indebtedness to be immediately due and payable. The failure of Borrower to fulfill any of its obligations under this Agreement shall obligate Borrower to pay all expenses, including reasonable attorney fees, incurred by the Lender because of that failure. The Parties agree that every condition, covenant, and provision of this Agreement, and the Promissory Note is material and reasonable. Any breach by Borrower of a condition, covenant, or provision of this Agreement or the Promissory Note will constitute a material breach and a default of Borrower's obligations. Examples of material breaches including but are not limited to:

a. Failure of Borrower to abide by any provision(s) of this Agreement or the Promissory Note.
b. Abandonment of the project by Borrower.
c. Failure of Borrower to make the repayment obligations payment as required under this Agreement or the Promissory Note.

d. Borrower files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency or makes a general assignment for the benefit of creditors.
e. Discovery by Lender that any material information provided by Borrower related to its Economic Development Plan Application is/was materially false.
f. Unapproved or unauthorized transfer of any interest acquired under this Agreement by Borrower.
g. Use of the real property where the fairgrounds will be located and developed for unlawful purposes by Borrower.
h. Maintaining, committing, or permitting of a nuisance at the business location.
i. Borrower's default(s) with any junior creditor / junior lien holder.
j. The Lender in good faith believes itself insecure as to this loan.

13. Expenses of Collection or Enforcement. If Borrower breaches any provision of this Agreement, Borrower agrees to pay Lender, in addition to any other amount that maybe due from Borrower to Lender, an amount equal to the costs and expenses of collection and/or enforcement.

14. Notices. The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, for the following named individuals shall be the authorized representatives of the parties:

City of Columbus Attn: Tara Vasicek P.O. Box 1677 Columbus, NE 68602	Platte County Fair Foundation Attn: Jeffrey C. Johnson 3467 25th Ave Columbus, NE 68601

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

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the fifth (5^{th}) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

15. Non-Waiver. No waiver by Lender of any default shall operate as a waiver of any other default or of the same default on a future occasion.

16. Applicable Law. Lender and Borrower agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Borrower shall further comply will all Zoning, Permitting, and City Code requirements of the City of Columbus, Nebraska.

17. Binding Effect. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns, and each other person or legal entity (including guarantors, members, endorsers, and sureties) of the parties hereto.

18. Severability. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provision of the Agreement, which other provisions shall remain in full force and effect.

19. Caption Headings. Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

20. Modification of Agreement. This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

21. Authorization. Borrower affirms that validity exists and is duly organized under the laws of the State of Nebraska Borrower's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by the Borrower and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Borrower, or with any law, regulation, or court order that is applicable to the Borrower in any way.

22. Full Integration. This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and this document embodies a full and complete understanding of the parties.

******REMAINDER OF PAGE LEFT INTENTIONALLY BLANK******

Executed this _____ Day of _____, 2024, by Platte County Fair Foundation.

BY:_____
Jeffrey C. Johnson, as Vice President/Treasurer
and Director of and on behalf of Platte County
Fair Foundation.

Executed this _____ Day of _____, 2024, by The City of Columbus.

BY:

_____
James Bulkley, Mayor of the
City of Columbus

ATTEST:

_____
City Clerk, City of Columbus

APPROVED AS TO FORM:

_____
City Attorney, City of Columbus

******REMAINDER OF PAGE LEFT INTENTIONALLY BLANK******

"Exhibit A"

Legal Description

The S1/2 S1/2 SW1/4 NE1/4 and all that part of the NW1/4 SE1/4, lying north of the North line of the right of Way of the Union Pacific Railway Company,in Section 20, Township 17 North, Range 1 East of the 6th P.M. Platte County, Nebraska;
Together With:
The SE1/4NE1/4 of Section 20 and all that part of the NE1/4 SE1/4 of said Section 20, lying north of the right-of-way of the main line of the Union Pacific Railway Company, all in Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska;
Together With:
The N1/2 SW1/4 NE1/4 and the N1/2 S1/2 SW1/4 NE1/4 all in Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska;

Excepting Therefrom The Following 7 Tracts:
Tract I Exception
Beginning at a point 61.0 feet south and 33 feet west of the NE Corner of the SE1/4 of the NE1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska; thence South parallel to the East line of said Section 20, 414.0 feet; thence west parallel to the South line of 19th Street in the City of Columbus, Platte County, Nebraska, 225.0 feet; thence North parallel to the East line of said Section 20, 414.0 feet to the South line of said 19th Street; thence East along the South line of said 19th Street 225.0 feet to the point of beginning, all in said SE14 of the NE1/4;

Tract II Exception
A tract of land located in the S1/2 NE1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northeast Corner of the S1/2 NE1/4; thence 61.0 feet South along the East line of the S1/2 NE1/4; thence 2658.79 feet West to the West line of the S1/2 NE1/4; thence 61.2 feet North along the West line of the S1/2 NE1/4 to the Northwest Corner of the S1/2 NE1/4; thence 29.5 feet East along the North line of the S1/2 NE1/4; thence 1.2 feet South parallel with the West line of the S1/2 NE1/4; thence 2592.92 feet East along the South line of Wunderlich's 2nd Addition and Fairview Addition to the City of Columbus, Nebraska and along the South line of an undeveloped tract of land, and along the South line of Roselawn Cemetery, and along the South line of Morningside Addition to the City of Columbus; thence 1.0 feet North parallel with the East line of the S1/2 NE1/4 to the North line of the S1/2 NE1/4; thence 33.0 feet East along the North line of the S1/2 NE1/4 to the place of beginning.

Tract III Exception
A tract of land located in the SE1/4 NE1/4, Section 20, Township 17 North, Range 1 East, Platte County, Nebraska described as follows:
Commencing 80 feet south and 258 feet west of the Southeast Corner of the NE1/4 NE1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska; thence south and parallel to the East line of said Section, a distance of 414 feet; thence west on a line parallel to the North line of said Section, a distance of 50 feet; thence north on a line parallel to the East line of said Section, a distance of 414 feet; thence east on a line parallel to the North line of said Section, a distance of 50 feet to the point of beginning;

Tract IV Exception
A tract of land located in the SW1/4 of the NE1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Referring to the C1/4 corner of said Section 20; thence N00°22'47"E (all bearings are referenced from True North observed at the Northeast corner of Section 36, Township 17 North, Range 1 West), 1153.37 feet on the West line of said SW1/4 NE1/4; thence S89°36'34"E, 33.00 feet parallel with the South line of Wunderlich 2nd

Addition to the City of Columbus and parallel with the South line of Fairview Addition to the City of Columbus, to the point of beginning; thence N00°22'47"E, 116.10 feet on the East right-of-way line of 10th Avenue; thence S89°36'34"E, 407.22 feet parallel with the South line of said Additions and on the South right-of-way line of 19th Street; thence S00°22'47"W, 116.10 feet parallel with the East right-of-way line of said 10th Avenue; thence N89°36'34"W, 407.22 feet parallel with the South line of said Addition to the point of beginning.

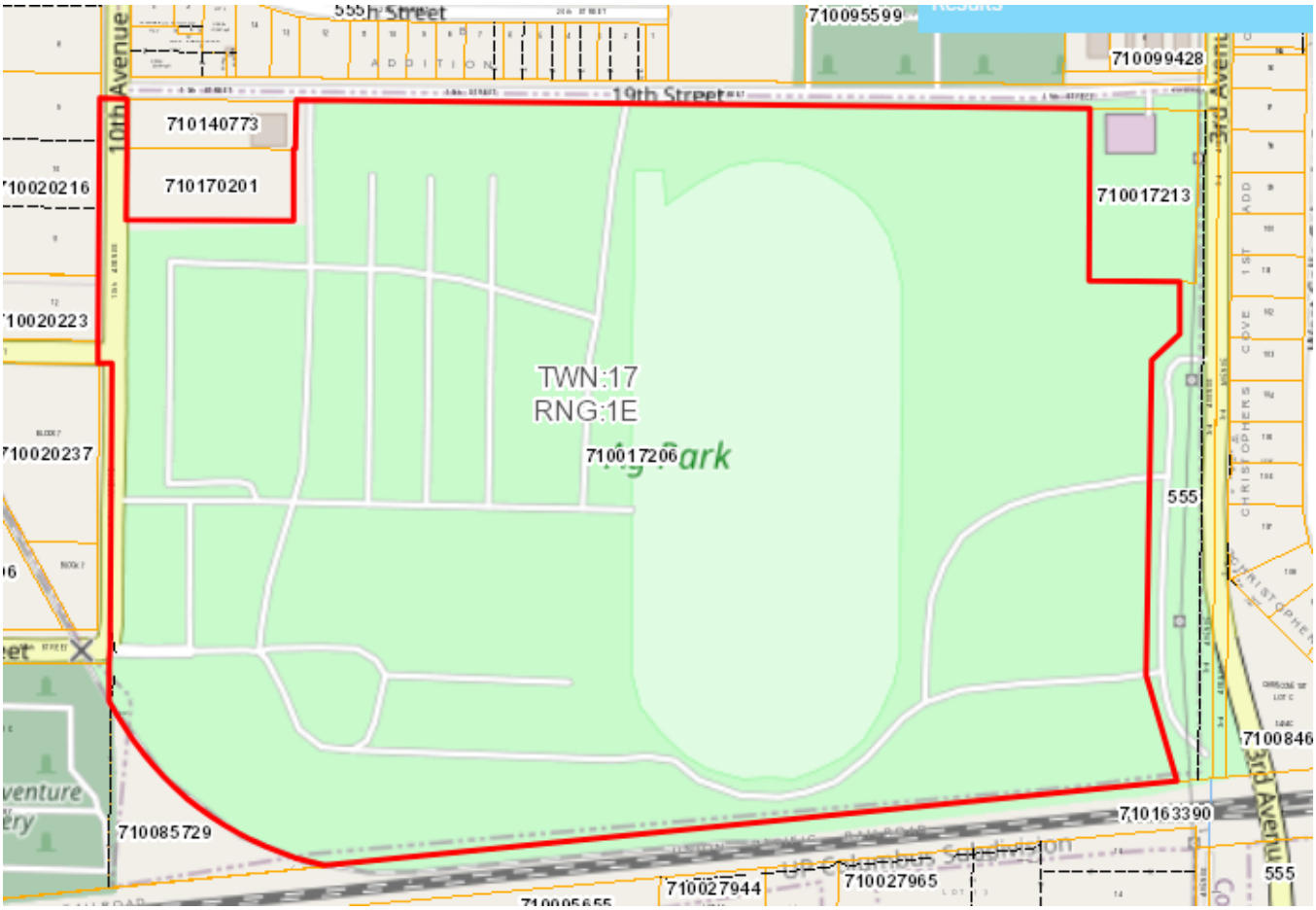
Tract V Exception
Note: The following legal description is based on the East line of the SW1/4 of Section 20, Township 17 North, Range 1 East to have a bearing of N01°14'36"W:
Beginning at the intersection of the West right of way line of 3rd Avenue as platted and recorded in Columbus, Platte County, Nebraska and the existing North right of way line of the Union Pacific Railroad; thence S82°46'00"W along said existing North railroad right-of-way line, a distance of 50.00 feet; thence N16°44'12"W a distance of 264.16 feet; thence N01°24'32"W a distance of 773.29 feet; thence N46°44'22"E a distance of 92.21 feet; thence N01°14'36"W a distance of 127.35 feet; thence N88°59'20"E a distance of 54.00 feet to a point on the West right of way line of 3rd Avenue; thence S01°14'36"E along said West right of way line of 3rd Avenue a distance of 1211.49 feet to the point of beginning.

Tract VI Exception
A tract of land located in the SE1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M. Platte County Nebraska, more particularly described as follows:
Referring to the Northwest Corner of the SE1/4 of Section 20; thence 195.42 feet bearing S0°0'0"E (the bearings in this description are for the purposes of the description only) along the West line of the SE1/4 to the Centerline of a spur track of the U.P.R.R. Co., the place of beginning; thence 48.53 bearing S0°0'0"E along the West line of the SE1/4 to the South line of the U.P.R.R.Co. Perpetual Easement for Right of Way; thence 433.30 feet, bearing S0°0'0"E along the West line of the SE1/4 to the North line of the U.P.R.R. Co. Mainline Right of Way; thence 461.06 feet, bearing N84°06'50"E, along the U.P.R.R. Co., North Right of Way line to its intersection with the South line of the U.P.R.R. Co. Spur Tract perpetual Easement for Right of Way; thence 79.40 feet bearing N84°06'50"E along the U.P.R.R. Co. North Right of Way line to the Centerline of the U.P.R.R. Co. Spur Tract; thence 678.94 feet, around a 764.93-foot radius curve to the Right (the initial tangent of this curve has a bearing of N80°20'9"W); thence 0.29 feet bearing N29°58'52"W to the Place of Beginning.

Tract VII Exception:
A tract of land located in the SW1/4 of the NE1/4, of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Northwest corner of the SW1/4 of the NE1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and assuming the West line of the NE1/4 of said Section 20 to have a bearing of N0°00'00"E; thence S0°00'00"W, on said West line, 176.10 feet; thence S89°58'30"E, 33.00 feet, to the point of beginning; thence continuing S89°58'30"E, 403.00 feet; thence S0°00'00"W, and parallel with the West line of the NE1/4, said Section 20, 175.50 feet; thence N89°58'30"W, 403.00 feet, to a point 33.00 feet East of said West line of the NE1/4, as described by a survey by James McMeekin dated 9/18/82; thence N0°00'00"E, and parallel with said West line of the NE1/4, 175.50 feet to the point of beginning.

“Exhibit B”

Map Of Current AG Park



"Exhibit C"

Loan Amortization Schedule

LOAN AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	$25,000.00
Annual interest rate	0.00%
Loan period in years	3
Number of payments per year	1
Start date of loan	1/1/2025
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$25,000.00
Scheduled number of payments	1
Actual number of payments	1
Total early payments	$0.00
Total interest	$0.00
LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	12/31/2027	$25,000.00	$25,000.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00

PROMISSORY NOTE

$25,000.00

FOR VALUABLE CONSIDERATION, Platte County Fair Foundation, a not-for-profit corporation of the State of Nebraska (whose mailing address is 2509 34th Street, Columbus, NE 68826), the undersigned, promises to pay to the order of The City of Columbus (located at 2500 14th St, Columbus, Nebraska, 68601), the total sum of Twenty-Five Thousand Dollars ($25,000.00) with zero percent (0%) interest thereon as described herein, for payment of which it binds itself, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Note, with payment to be made as follows:

> Platte County Fair Foundation shall repay the total sum of Twenty-Five Thousand Dollars ($25,000.00) within three (3) years following the date of distribution as stated in in the Loan Agreement. Such balloon payment shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference.

In case of default in the payment or in case of a breach in any of the terms, conditions and covenants of that certain Loan Agreement, dated _____, 2024 and entered into between the City of Columbus and Platte County Fair Foundation, (herein Loan Agreement) given to secure this Note, then upon occurrence of any of the above said events the entire indebtedness shall become due and payable at the option of the legal holder hereof and payment thereof may be enforced forthwith.

The terms, covenants, conditions, provisions, stipulations and agreements of the said Loan Agreement is hereby made a part of this Promissory Note to the same extent and with the same effect as if they were fully set forth herein, and the undersigned does hereby covenant and promise to abide by and comply with each and every covenant and condition set forth in this Promissory Note and the accompanying Loan Agreement given to secure the same.

Executed this _____ Day of _____, 2024, by Platte County Fair Foundation.

BY:_____
Jeffrey C. Johnson, as Vice President/Treasurer
and Director of and on behalf of Platte County
Fair Foundation.

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, a notary public qualified for said county, personally came Jeffrey C. Johnson, as Vice President/Treasurer and Director of and on behalf of Platte County Fair Foundation, known to me to be the identical person who signed the foregoing Promissory Note and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this _____ day of _____, 2024.

_____
NOTARY PUBLIC

******REMAINDER OF PAGE LEFT INTENTIONALLY BLANK******

“Exhibit A”

Loan Amortization Schedule

LOAN AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	$25,000.00
Annual interest rate	0.00%
Loan period in years	3
Number of payments per year	1
Start date of loan	1/1/2025
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$25,000.00
Scheduled number of payments	1
Actual number of payments	1
Total early payments	$0.00
Total interest	$0.00
LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	12/31/2027	$25,000.00	$25,000.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00

20. **ORDINANCES ON FIRST READING - None**

21. **ORDINANCES ON SECOND READING - None**

22. **ORDINANCES ON THIRD READING - None**

23. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**

24. **UNFINISHED BUSINESS**

25. **ADJOURNMENT**