

City Council Regular Meeting  
Monday, August 19, 2024 6:00 PM  
Columbus Community Building/Community Room  
2500 14 Street  
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

## **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 in-state location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

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

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

(8) Public bodies shall make available at the meeting or the in-state 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. PRAYER**

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

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

4.A. Minutes of August 5, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
August 5, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on August 5, 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 July 31, 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Members Cynthia Alarcòn and Hope Freshour were absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Engineer Rick Bogus, City Clerk Shuraya Choat, Police Chief Charles Sherer, Finance Director Heather Lindsley, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Planning and Economic Development Coordinator Jean Van Iperen, Project Engineer Braden Labenz, 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. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.
  - 4.A. **Minutes of July 15, 2024, City Council meeting.**
  - 4.B. **Change date of first meeting in September 2024 to 6 p.m., Tuesday, September 3, 2024, due to Labor Day holiday.**
  - 4.C. **Reappointment of Ray Hajek and Larry Mares to the Board of Appeals for three-year term.**
  - 4.D. **Reappointment of Chuck Whitney as delegate to the Nebraska Cooperative Government Commission for one-year term.**

- 4.E. Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Charlie Bahr (Board of Directors) to the Northeast Nebraska Economic Development District for one-year term.**
- 4.F. Resolution No. R24-83 continuing Columbus/Platte County Enhanced 911 service surcharge of \$1 per month on each local exchange access line physically terminating in the 911 service area.** Resolution No. R24-83 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CONTINUING THE ENHANCED 911 SERVICE SURCHARGE FOR THE COLUMBUS/PLATTE COUNTY ENHANCED 911 SYSTEM OF \$1.00 PER MONTH ON EACH LOCAL EXCHANGE ACCESS LINE PHYSICALLY TERMINATING IN THE CITY OF COLUMBUS, NEBRASKA, 911 SERVICE AREA.
- 4.G. Resolution No. R24-84 authorizing payment of various improvement projects.** Resolution No. R24-84 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., VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$139,230.00.
- 4.H. 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=Srcv & Supp; T=Trng; 8/2/24 Payroll \$898,547.47; 8/16/24 Payroll \$880,619.89. 120Water 15,750.00 S; Ace Hdwr 1,203.74 S; C Adkisson 231.21 R; Adv Auto 421.04 S; Allo 65.89 S; Alphmedia 1,500.00 S; Andritz Sep 4,612.94 S; Aqua-Chem 6,880.70 S; Arnold Mtr Sup 518.49 S; Auxiant 58,790.02 I; Bauer Blt Trs 1,915.00 S; A Benesch & Co 2,073.27 CP; Blckstn Pub 140.01 S; BOKF 1,122,891.25 B; Bomgaars 1,095.49 S; Bnd Tree Med 1,413.74 S; C J Brewster 960.00 S; BS&A 490.00 S; Bullseye Fr Sprnklr 735.00 S; Busch Eq Co 59.34 S; BVH Arch 35,140.23 CP; Cap Bus Syst 40.71 S; Cap One -Walmart 1,313.74 S; Casey's Mail Serv 5,296.98; Ctr for Munc Sol 675.00 S; Ctr Point Lg Prnt 167.19 S; CCC 63.00 T; Chrome N' Steel 226.72 S; CNC Rpr 4,269.54 S; E Coffin 312.34 E; Col Chamber 860.00 S; Col Comm Hosp 2,924.35 S; Col Cstm Emrdy 697.00 S; Col High Sch 677.33 S; Col Plmbg 606.00 S; CYSA 523.93 S; Conner Psyc Srv 520.00 S; Cnsltd Mngt 45.65 S; Cnsltd Wtr 17,849.98 S; Core & Main 15,699.46 S; Crowne Plz 169.95 S; DAS Acct 1,663.99 S; Demco 96.91 S; Eakes 2,715.99 S; Elect Eng 331.85 S; Eller Htg 853.66 S; Envisionware 2,535.00 S; Full Throttle 249.41 S; Gale 559.47 S; Galls 803.14 S; Gaver Tr 370.80 S; Gehring Constr 141,213.24 CP; Gen Trffc Ctrl 675.00 S; Gerhold Cncrt 210.22 S; Grabtec 989.00 S; Granville 25,511.22

PROCEEDINGS OF CITY COUNCIL

August 5, 2024

Page 3

CP; Grt Plns Bldg Sup 76.02 S; Grt Plns Comm 209.95 S; Gunslingers 2,560.00 S; H2 Equip 58.57 S; Hach 149.00 S; Hadley-Braitwait 1,170.15 S; Hawkins 17,043.60 S; HD Sup 377.02 S; A Heath 400.00 S; Holiday Inn 707.70 S; Hmtwn Leasing 175.00 S; J Hopkins 459.26 E; HR Direct 94.99 S; HTR 228.70 S; IMS Allnc 19.15 S; Ingram Lib 3,713.42 S; Intrstate Battery 546.82 S; Jackson Serv 2,656.76 S; John Deere 70.35 S; Kelly Sup 619.74 S; Kiesler Pol Sup 918.65 S; Kings III of Amer 280.50 S; G Kinnison 3.37 S; Kirkham Michael 2,080.00 CP; Kula's Exhst 143.70 S; Lakeview Sm Eng 1,183.76 S; LARM 307.73 P; P Laska 62.36 E; Lawson Prod 26.52 S; Lncln Jrnl Star 1,001.36 S; Lncln Winwater Wrks 5,898.16 S; Macqueen Equip 1,614.58 S; Mahaska 135.60 S; Matheson-Lnwld 120.99 S; McMaster-Carr 61.02 S; Menards 1,762.40 S; Mid-Neb Rpr 1,290.00 S; Mid-State Eng 3,290.00 CP; Mdwst Tape 96.70 S; Mdwst Turf 2,890.87; Mike's Twng 250.00 S; Motion Ind 202.14 S; Motion Pict Lic 1,099.08 L; MR Golf Car 960.00 S; Mueller Sprnklr 273.88 S; NAPA Auto 73.51 S; NE Dept of Environ & Enrgy 150.00 T; NE Golf & Turf 1,130.30 S; NE Law Enfrc 69.50 T; NE Pub Hlth 882.00 S; Newman Sgn 548.20; Novicki Fire Prev 208.50 S; NWEA 550.00 T; Occptl Hlth 490.00 S; Omaha Chldrn Msm 379.00 S; O'Reilly 299.43 S; Prfrmnc Prntng 89.00 S; Pete Lien 14,346.43 S; Petty Cash 137.09 E; Platte Cnty 3,214.95 S; Prestox 134.24 S; Proj Lfsvr 19.75 S; Quadiant 1,000.00 S; J Quinn 300.00 S; Readon Lawn 433.23 S; Reeders 11th St 576.00 G; Rembolt Ldtk 126.00 S; Rensenhouse 17.10 S; RFCC 500.00 S; Rvrside Prtbl 630.00 S; S Rosendahl 6,800.00 G; RVW 18,044.16 CP; Schieffer Sgn 208.00 S; R Schilling 117.91 E; G Scott 40.70 R; SCP Dist 1,128.88 S; Sec Equip 3,902.67 S; Sherwin Wllm 36.33 S; Shevlin Sup 951.80 S; Silver Prsr Serv 565.00 S; Sirius 625.92 CP; Stnly Petrlm 390.00 S; Spr Svr 189.76 S; Superior Plnt Rntl 5,388.20 S; T-Bone 119.96 S; Teleflex 562.50 S; The Lfgrd Str 430.14 S; The Msc Bingo Ppl 400.00 S; Tire Outlet 2,121.28 S; Titan Mach 185.82 S; TK Elevator 248.20 S; Trittech Sftwr 4,504.32 S; Truck Ctr 5,144.07 S; True Ag 209.72 S; Trfwrks 730.11 S; Ty's Outdr Pwr 861.17 S; UPRR 3,234.62 R; UPS 42.55 S; Utlty Srvc 22,897.08 S; Van Wall Equip 384.08 S; Vanderberg Ele & Comm 135.00 S; Verizon 45.85 S; Verizon Wrks 2,564.80 S; Wayne Pub Lib 15.00 S; Wemhoff Ref 233.75 S; Witmer Pub Sfty 307.56 S; Zimco 1,629.00 S. Total \$3,436,762.20.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:**
  - 7.A. **Public hearing - Application from Quail Meadows LLC to rezone property located in the vicinity of S 14th Avenue and 1st Street from "R-R" (Rural Residential District) to "R-1" (Single-Family Residential District) and "R-R" (Rural Residential District) to "R-2" (Two-Family Residential District) and to amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** Joyce Lindstrom, 945 Lovers Lane, expressed concerns regarding drainage in her neighborhood.

Vasicek explained that the City Engineer and Advanced Engineering have been working together on the final plans to ensure that the drainage issues are addressed for the new development and surrounding homes. Lindstrom was encouraged to continue reaching out to either party with any concerns or questions. In response to Bill Greene, 2 Beaver Lodge, Bogus explained that the drainage options for the area are still being discussed. Roger Nadrchal, CEO of NeighborWorks Northeast Nebraska and member of Quail Meadows LLC, confirmed there will be townhomes placed on the R-2 lots, for a total of ten buildings. The public hearing closed with a motion by Schilling and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

**7.A.1. Ordinance No. 24-18 approving rezoning.** The rules were suspended and Ordinance No. 24-18 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE COLUMBUS LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, PASSED AND ADOPTED MAY 20, 2024, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 24-10, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOTS 1-14 BLOCK A, QUAIL MEADOWS ADDITION TO THE CITY OF COLUMBUS FROM THE PRESENT ZONING CLASSIFICATION OF "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R1" (SINGLE FAMILY RESIDENTIAL); AND LOTS 1-20 BLOCK B, QUAIL MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND LOTS 1-6, BLOCK C, QUAIL MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL); TO AMEND THE ZONING MAP AND THE FUTURE LAND USE MAP WHICH HAVE BEEN ADOPTED AND MADE A PART OF SAID CITY OF COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent. Ordinance No. 24-18 was adopted with a motion by Hiemer and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

**7.B. Public Hearing - Citizens Advisory Review Committee semi-annual report of activities in accord with the Columbus Economic Development Plan.** Vasicek reported that one application has been received in the past six months. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

8. **PETITIONS AND COMMUNICATIONS:** None

9. **REPORTS OF CITY OFFICES:**

9.A. **Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.** Bogus reported that the 30th Avenue intersection is closed as of today and starting on Friday, 23rd Avenue will be open and 26th Avenue will be closed. He stated the project is on track with plans to have all lanes open by November 2025.

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

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

12. **REPORTS ON LEGISLATION:** None

13. **NEW BUSINESS:**

13.A. **Application from The Friedhof Room at Schweser's for special designated liquor license in Frankfort Square, 2630 13 Street, from 4 p.m. to 11:30 p.m., August 24, 2024, for a music concert.** The application from The Friedhof Room at Schweser's for a special designated liquor license was approved with a motion by Roth and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

13.B. **Quote from Downey Drilling, Inc. in the amount of \$32,400 for Well #18 CCTV inspection survey and screen repair for water production.** Sliva explained that the mobilization cost was split between two other communities which reduced the overall cost. The quote from Downey Drilling, Inc. was accepted with a motion by Schilling and a second by Roth. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

13.C. **Comments from mayor and city council members.** Jablonski commented on several events related to Columbus Days, including the coronation of King Ferdinand and Queen Isabelle happening tonight, Columbus Prayer Breakfast on Thursday morning at 6:30 a.m., and the parade on Sunday, which has been moved to 2 p.m. Bulkley reminded the public that the Battle of the Badges fundraiser will be ending tomorrow with the winning department earning the opportunity to put a pie in his face.

14. **RESOLUTIONS:**

14.A. **Resolution No. R24-85 renewing Commercial Operator Agreement with Air Methods Corporation for three-year term.** Vasicek clarified that Air Methods Corporation is a medical transport company who has operated in Columbus since 2021. Resolution No. R24-85 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE RENEWAL AGREEMENT WITH AIR METHODS, LLC (FORMERLY AIR METHODS CORPORATION), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS

REFERENCE; TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBUS TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

- 14.B. Resolution No. R24-86 approving and accepting Safe Streets For All grant from U.S. Department of Transportation Federal Highway Administration to develop a comprehensive safety action plan.** Vasicek explained that only a few municipalities received this grant and once the plan is implemented, the city could be eligible to receive additional federal funds. Resolution No. R24-86 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AND ACCEPTING SAFE STREETS FOR ALL GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF \$400,000 WITH SAID GRANT TO BE USED FOR DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.
- 14.C. Resolution No. R24-87 approving grant application to the Nebraska Game and Parks Commission for the Loup River Bridge Trail.** Vasicek explained that once the Nebraska Department of Transportation replaces the Loup River bridge, a new state trail system would be created that ties into Pawnee Park. She clarified that this discretionary capital improvement project ranked high on the city council's list. Resolution No. R24-87 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING APPLICATION TO THE NEBRASKA GAME AND PARKS COMMISSION FOR A RECREATIONAL TRAIL PROGRAM GRANT IN THE AMOUNT OF \$250,000 FOR THE LOUP RIVER BRIDGE TRAIL; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.
- 14.D. Resolution No. R24-88 accepting a Rural Business Development grant from U.S. Department of Agriculture Rural Development to provide educational classes to local business owners.** Van Iperen explained this grant offers an educational series to local business owners and entrepreneurs.

PROCEEDINGS OF CITY COUNCIL

August 5, 2024

Page 7

Resolution No. R24-88 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING A RURAL BUSINESS DEVELOPMENT GRANT IN THE AMOUNT OF \$5,382 FROM RURAL DEVELOPMENT, UNITED STATES DEPARTMENT OF AGRICULTURE, TO PROVIDE EDUCATIONAL CLASSES TO LOCAL BUSINESS OWNERS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

**14.E. Resolution No. R24-89 approving amendment to design-build agreement with B-D Construction, Inc. for the Van Berg Pro Shop Renovation project.**

Resolution No. R24-89 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO DESIGN-BUILD AGREEMENT WITH B-D CONSTRUCTION, INC. IN THE AMOUNT OF \$112,719 FOR VAN BERG GOLF COURSE PRO SHOP RENOVATIONS, WITH A GUARANTEED MAXIMUM PRICE FOR SAID PROJECT IN THE AMOUNT OF \$121,719; 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 Jablonski and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

**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 6:36 p.m.

Presented and approved this 19th day of August 2024.

OFFICE OF THE CITY CLERK  
: Shuraya Choat

4.B. Minutes of August 5, 2024, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY  
August 5, 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 August 5, 2024, at 6:37 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 August 1, 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Members Cynthia Alarcòn and Hope Freshour were absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Shuraya Frauendorfer, City Engineer Rick Bogus, Police Chief Charles Sherer, Finance Director Heather Lindsley, Planning and Economic Development Coordinator Jean Van Iperen, Project Engineer Braden Labenz, and Communications Manager Matt Lindberg.
- 2. Resolution No. R24-90 approving contract with Zegar Investment Properties LLC for the Zegar Investments Redevelopment Project.** Andrew Willis, attorney on behalf of Zegar Investment Properties LLC, explained the new construction would include approximately 84 multi-family units with some commercial space and that this project would not be feasible without tax increment financing. Resolution No. R24-90 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY ZEGAR INVESTMENT PROPERTIES, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE ZEGAR INVESTMENTS REDEVELOPMENT PROJECT " was adopted with a motion by Hiemer and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.
- 3. Resolution No. R24-91 approving contract with Vitality Apartments LLC for the 8th Street Residential Subdivision Redevelopment Project.** Andrew Willis, attorney on behalf of Vitality Apartments LLC, explained the apartment complex would consist of approximately 240 multi-family units and that this project would not be feasible without tax increment financing. Resolution No. R24-91 entitled: A

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY VITALITY APARTMENTS, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 8TH STREET RESIDENTIAL SUBDIVISION REDEVELOPMENT PROJECT " was adopted with a motion by Bahr and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn and Freshour were absent.

**4. Adjournment:** The meeting adjourned at 6:43 p.m.

Presented and approved this 19th day of August 2024.

OFFICE OF THE CITY CLERK  
: Shuraya Choat

4.C. Resolution No. R24-92 authorizing payment of various improvement projects.

**RESOLUTION NO. R24-92**

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., VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$43,582.50; GEHRING CONSTRUCTION AND READY MIX CO., INC., STORM DRAINAGE AND CONCRETE IMPROVEMENTS 2024, \$413,265.05.

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 and Community Building South Parking Lot                 \$ 43,582.50
Gehring Const & Ready Mix Co., Inc.	Storm Drainage and Concrete Improvements 2024 \$413,265.05

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

100-100-57200-24029 - 14,527.50

500-500-57200-24029 - 14,527.50

520-520-57200-24029 - 14,527.50

Contractor's Application for Payment No: <span style="float: right;">4</span>	
Application Period: (From - to) <span style="float: right;">7/23/24 to 8/5/24</span>	
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).....	\$ 443,252.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ 44,325.20
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 398,926.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 355,344.30
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 43,582.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$ 1,724,584.20

(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 issued and payments received from the Owner, and that current payment shown herein is now due.	
Contractor: Gehring Construction & Ready Mix Co., Inc.	
By: <i>Stephen Anderson</i>	Date: <i>8-6-24</i>
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:	\$ _____	43,582.50
	(Line 8 or other - attach explanation of the other amount)	
is approved by:	<i>Richard J. Bogue</i>	8-8-2024
	(City Engineer)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

# 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: 4								
Application Period: (From - To) 7/23/24 to 8/5/24											
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
<b>PROJECT A: SECTION 1: VITALITY VILLAGE SUBDIVISION PAVING &amp; STORMSEWER (CIPS 100-100-57200-24029, TRAIL 100-150-57200-23046, 200-200-57300-20071)</b>											
1	Mobilization	JOB	1	\$ 40,000.00	\$ 40,000.00	0.07	\$ 2,800.00		\$ 2,800.00	7	\$ 37,200.00
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
3	Remove Paving - Including Sawing	SY	675	\$ 15.00	\$ 10,125.00		\$ -		\$ -	0	\$ 10,125.00
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		\$ -		\$ -	0	\$ 18,550.00
10	7" P.C. Concrete NDOT Type 47B-3500	SY	8,840	\$ 54.00	\$ 477,360.00		\$ -		\$ -	0	\$ 477,360.00
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	0.60	\$ 45,000.00		\$ 45,000.00	60	\$ 30,000.00
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		\$ -		\$ -	0	\$ 13,890.00
25	Maintain NPDES, SWPPP, and All BMP's	JOB	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0	\$ 1,500.00
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		\$ -		\$ -	0	\$ 4,725.00
30	6' Open Throat Inlet	EA	10	\$ 4,935.00	\$ 49,350.00		\$ -		\$ -	0	\$ 49,350.00
31	Drive Over Grate Inlet	EA	2	\$ 4,620.00	\$ 9,240.00		\$ -		\$ -	0	\$ 9,240.00

A			B	C	D	E	F	G	H		I
Item			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)
Bid Item No.	Description	Unit of Measure									
32	Area Inlet	EA	22	\$ 3,833.00	\$ 84,326.00		\$ -		\$ -	0	\$ 84,326.00
33	18" Flared End Section	EA	1	\$ 788.00	\$ 788.00		\$ -		\$ -	0	\$ 788.00
34	15" Flared End Section	EA	2	\$ 630.00	\$ 1,260.00		\$ -		\$ -	0	\$ 1,260.00
35	18" RCP Class III Storm Sewer Pipe	LF	39	\$ 53.00	\$ 2,067.00		\$ -		\$ -	0	\$ 2,067.00
36	18" HDPE Storm Sewer Pipe with Sand Bedding	LF	152	\$ 45.00	\$ 6,840.00		\$ -		\$ -	0	\$ 6,840.00
37	15" RCP Class III Storm Sewer Pipe	LF	740	\$ 46.00	\$ 34,040.00		\$ -		\$ -	0	\$ 34,040.00
38	15" HDPE Storm Sewer Pipe with Sand Bedding	LF	645	\$ 39.00	\$ 25,155.00		\$ -		\$ -	0	\$ 25,155.00
39	12" HDPE Storm Sewer Pipe with Sand Bedding	LF	311	\$ 36.00	\$ 11,196.00		\$ -		\$ -	0	\$ 11,196.00
40	10" PVC Schedule 40 Storm Sewer Pipe	LF	1,832	\$ 38.00	\$ 69,616.00		\$ -		\$ -	0	\$ 69,616.00
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		\$ -		\$ -	0	\$ 9,135.00
FO3.3	Remove Fencing, Dispose of wire, etc.	LS	1	\$ 3,850.00	\$ 3,850.00	1	\$ 3,850.00		\$ 3,850.00	100	\$ -
<b>PROJECT A: SECTION 1: TOTAL (ITEMS 1 - 42)</b>					<b>\$ 1,408,030.00</b>		<b>\$ 198,925.00</b>		<b>\$ 198,925.00</b>		<b>\$ 1,209,105.00</b>
<b>PROJECT A: SECTION 2: SANITARY SEWER (CIP 500-500-57200-24029)</b>											
1	Sanitary Sewer Manhole	VF	66	\$ 510.00	\$ 33,660.00		\$ -		\$ -	0	\$ 33,660.00
2	Connect to Existing Manhole	EA	2	\$ 945.00	\$ 1,890.00		\$ -		\$ -	0	\$ 1,890.00
3	8" PVC SDR 26 Sanitary Sewer Main	LF	1,971	\$ 36.00	\$ 70,956.00		\$ -		\$ -	0	\$ 70,956.00
4	8" PVC Restrained Joint Sewer Main	LF	90	\$ 69.00	\$ 6,210.00		\$ -		\$ -	0	\$ 6,210.00
5	6" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	265	\$ 28.00	\$ 7,420.00		\$ -		\$ -	0	\$ 7,420.00
6	4" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	813	\$ 26.00	\$ 21,138.00		\$ -		\$ -	0	\$ 21,138.00
7	8" x 4" Sanitary Sewer Service Wye with Bend	EA	22	\$ 263.00	\$ 5,786.00		\$ -		\$ -	0	\$ 5,786.00
8	8" x 6" Sanitary Sewer Service Wye with Bend	EA	6	\$ 342.00	\$ 2,052.00		\$ -		\$ -	0	\$ 2,052.00
9	8" Plug	EA	1	\$ 158.00	\$ 158.00		\$ -		\$ -	0	\$ 158.00
10	Testing	JOB	1	\$ 1,260.00	\$ 1,260.00		\$ -		\$ -	0	\$ 1,260.00
11	Directional Bore 8th Street	LF	90	\$ 121.00	\$ 10,890.00		\$ -		\$ -	0	\$ 10,890.00
<b>PROJECT A: SECTION 2: TOTAL (ITEMS 1 - 11)</b>					<b>\$ 161,420.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 161,420.00</b>
<b>PROJECT A: SECTION 3 WATER (CIP 520-520-57200-24029)</b>											
1	6" PVC DR 18 (C900) Water Main with Locator Wire	LF	2,590	\$ 36.00	\$ 93,240.00		\$ -		\$ -	0	\$ 93,240.00
2	6" Tapping Tee	EA	3	\$ 1,680.00	\$ 5,040.00		\$ -		\$ -	0	\$ 5,040.00
3	6" Tee	EA	11	\$ 378.00	\$ 4,158.00		\$ -		\$ -	0	\$ 4,158.00
4	6" 90° Bend	EA	3.00	\$ 305.00	\$ 915.00		\$ -		\$ -	0	\$ 915.00
5	6" Gate Valve with Roadway Box	EA	17	\$ 1,470.00	\$ 24,990.00		\$ -		\$ -	0	\$ 24,990.00
6	6" Fire Hydrant	EA	7	\$ 5,040.00	\$ 35,280.00		\$ -		\$ -	0	\$ 35,280.00
7	6" Plug	EA	2	\$ 105.00	\$ 210.00		\$ -		\$ -	0	\$ 210.00
8	1" PE SDR 7 Water Service Line	LF	712.0	\$ 17.00	\$ 12,104.00		\$ -		\$ -	0	\$ 12,104.00
9	1" Corporation Stop with Service Saddle	EA	22	\$ 289.00	\$ 6,358.00		\$ -		\$ -	0	\$ 6,358.00
10	1" Curb Stop with Roadway Box	EA	22	\$ 363.00	\$ 7,986.00		\$ -		\$ -	0	\$ 7,986.00
11	2" PE SDR 7 Water Service Saddle	LF	101	\$ 21.00	\$ 2,121.00		\$ -		\$ -	0	\$ 2,121.00
12	2" Corporation Stop with Service Saddle	LF	6	\$ 578.00	\$ 3,468.00		\$ -		\$ -	0	\$ 3,468.00
13	2" Curb Stop with Service Saddle	EA	6	\$ 630.00	\$ 3,780.00		\$ -		\$ -	0	\$ 3,780.00
14	Adjust Water Valve to Grade	EA	4	\$ 210.00	\$ 840.00		\$ -		\$ -	0	\$ 840.00
15	Remove and Reset Hydrant North Side of Trail	EA	3	\$ 1,155.00	\$ 3,465.00		\$ -		\$ -	0	\$ 3,465.00
16	Testing and Disinfection	JOB	1	\$ 788.00	\$ 788.00		\$ -		\$ -	0	\$ 788.00
<b>PROJECT A: SECTION 3 TOTAL (ITEMS 1-16)</b>					<b>\$ 204,743.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 204,743.00</b>

A			B	C	D	E	F	G	H		I
Item			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)
Bid Item No.	Description	Unit of Measure									
<b>PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT (CIP 24-032)</b>											
1	Mobilization	JOB	1	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -	0	\$ 20,000.00
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	0.50	\$ 1,250.00		\$ 1,250.00	50	\$ 1,250.00
3	Curb or Grate Inlet Filter BMP	EA	7	\$ 300.00	\$ 2,100.00	4	\$ 1,200.00		\$ 1,200.00	57	\$ 900.00
4	Remove Paving, Including Sawing	SY	2,943	\$ 12.00	\$ 35,316.00	2,655	\$ 31,860.00		\$ 31,860.00	90	\$ 3,456.00
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, Type 47B-3500	NDOT SY	544	\$ 65.00	\$ 35,360.00	232	\$ 15,080.00		\$ 15,080.00	43	\$ 20,280.00
9	7" P.C. Concrete Parking Lot Paving, NDOT Type 47B-3500	SY	2,166	\$ 62.00	\$ 134,292.00	2,143	\$ 132,866.00		\$ 132,866.00	99	\$ 1,426.00
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	SY	12	\$ 75.00	\$ 900.00		\$ -		\$ -	0	\$ 900.00
12	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	82	\$ 65.00	\$ 5,330.00	222	\$ 14,430.00		\$ 14,430.00	271	\$ (9,100.00)
13	15" RCP Class III Storm Sewer Pipe	LF	33	\$ 63.00	\$ 2,079.00		\$ -		\$ -	0	\$ 2,079.00
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	3	\$ 15,750.00		\$ 15,750.00	75	\$ 5,250.00
17	Combination Inlet	EA	1	\$ 5,250.00	\$ 5,250.00		\$ -		\$ -	0	\$ 5,250.00
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	1	\$ 250.00		\$ 250.00	100	\$ -
21	Pedestrian Crossing Sign with Arrow and Speed Table on Telespar Post	EA	2	\$ 400.00	\$ 800.00		\$ -		\$ -	0	\$ 800.00
22	Pedestrian Crossing Ahead Sign on Telespar Post	EA	2.00	\$ 350.00	\$ 700.00		\$ -		\$ -	0	\$ 700.00
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		\$ -		\$ -	0	\$ 22,500.00
30	30" Diameter Light Pole Base	EA	2	\$ 1,600.00	\$ 3,200.00		\$ -		\$ -	0	\$ 3,200.00
31	Double LED Light Pole with Electrical Wiring Complete in Place	EA	3	\$ 7,100.00	\$ 21,300.00		\$ -		\$ -	0	\$ 21,300.00
32	1" PVC Conduit with Pull String	LF	140	\$ 5.00	\$ 700.00		\$ -		\$ -	0	\$ 700.00
33	1" PVC Conduit with Electrical Wiring	LF	70	\$ 5.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
34	Electrical Pull Box	EA	1	\$ 100.00	\$ 100.00		\$ -		\$ -	0	\$ 100.00
<b>PROJECT B: TOTAL (ITEMS 1 - 34)</b>					<b>\$ 345,468.00</b>		<b>\$ 244,327.00</b>		<b>\$ 244,327.00</b>		<b>\$ 101,141.00</b>
<b>GRAND TOTAL PROJECT A (SECTIONS 1-3) AND PROJECT B</b>					<b>\$ 2,119,661.00</b>		<b>\$ 443,252.00</b>		<b>\$ 443,252.00</b>		<b>\$ 1,676,409.00</b>



## Contractor's Application and Certificate of Payment

200-200-57300-20071 - 413,265.05

Contractor's Application for Payment No: <span style="float: right;">4</span>	
Application Period: (From - to) <span style="float: right;">7/2/24 to 8/5/24</span>	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.
Project Name: Storm Drainage and Concrete Improvements 2024	Contractor's Project No.:
Fiscal Year Budget Number: R24-12 - 200-200-57300-20071	Via ( Consulting Engineer / Architect):

### Application For Payment

#### Field Order and Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$	805,385.00
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	805,385.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	602,937.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	40,269.25
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	562,667.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	149,402.70
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	413,265.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	242,717.25

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

Contractor's Certification	
<p>The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p>	
<p>Contractor: Gehring Construction &amp; Ready Mix Co., Inc.</p>	
<p>By: <u>Stephen Anderson</u></p>	<p>Date: <u>8-6-24</u></p>
<p>Printed/Typed Name: Stephen Anderson</p>	

Payment of:		
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:		
	(Consulting Engineer/Architect)	(Date)
Payment of:	\$	413,265.05
	(Line 8 or other - attach explanation of the other amount)	
is approved by:	<u>Richard J. Bogue</u>	8-8-2024
	(City Engineer)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: Storm Drainage and Concrete Improvements 2024				Contractor's Pay Application: 4							
Application Period: (From - To) 7/2/24 to 8/5/24											
A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (D*E)	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)
<b>Project A: 28th Street from 25th Avenue to CMS Parking Lot Entrance Paving and Storm Sewer Improvements</b>											
1	MOBILIZATION	JOB	1	\$ 10,000.00	\$ 10,000.00	0.25	\$ 2,500.00		\$ 2,500.00	25	\$ 7,500.00
2	TRAFFIC AND PEDESTRIAN CONTROL	JOB	1	\$ 5,500.00	\$ 5,500.00	0.25	\$ 1,375.00		\$ 1,375.00	25	\$ 4,125.00
3	NPDES, SWPPP, AND BMP MAINTENANCE	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
4	CURB OR GRATE INLET FILTER BMP	EA	4	\$ 200.00	\$ 800.00		\$ -		\$ -	0	\$ 800.00
5	REMOVE PAVING, INCLUDING SAWING	SY	5,615	\$ 12.00	\$ 67,380.00	5,158	\$ 61,896.00		\$ 61,896.00	92	\$ 5,484.00
6	REMOVE AND RESET SIGN WITH TELES PAR POST	EA	10	\$ 300.00	\$ 3,000.00		\$ -		\$ -	0	\$ 3,000.00
7	REMOVE GRATE INLET	EA	2	\$ 750.00	\$ 1,500.00		\$ -		\$ -	0	\$ 1,500.00
8	REMOVE STORM SEWER	LF	35	\$ 15.00	\$ 525.00		\$ -		\$ -	0	\$ 525.00
9	4" AGGREGATE PAVING SUBBASE	SY	5,210	\$ 16.00	\$ 83,360.00	6,394	\$ 102,304.00		\$ 102,304.00	123	\$ (18,944.00)
10	4" PERFORATED UNDERDRAIN PIPING SYSTEM	LF	2,300	\$ 14.00	\$ 32,200.00	2,676	\$ 37,464.00		\$ 37,464.00	116	\$ (5,264.00)
11	7" P.C. CONCRETE STREET PAVING, NDOT TYPE 47B-3500	SY	4,190	\$ 54.00	\$ 226,260.00	5,158	\$ 278,532.00		\$ 278,532.00	123	\$ (52,272.00)
12	6" P.C. CONCRETE DRIVEWAY PAVING, NDOT TYPE 47B-3500	SY	300	\$ 54.00	\$ 16,200.00		\$ -		\$ -	0	\$ 16,200.00
13	5" P.C. CONCRETE SIDEWALK PAVING, NDOT TYPE 47B-3500	SY	1,040	\$ 60.00	\$ 62,400.00		\$ -		\$ -	0	\$ 62,400.00
14	ADA HANDICAP RAMP DETECTABLE WARNING PANEL	SF	128	\$ 40.00	\$ 5,120.00		\$ -		\$ -	0	\$ 5,120.00
15	STORM SEWER JUNCTION BOX	EA	2	\$ 7,600.00	\$ 15,200.00		\$ -		\$ -	0	\$ 15,200.00
16	6' OPEN THROAT INLET	EA	3	\$ 8,200.00	\$ 24,600.00		\$ -		\$ -	0	\$ 24,600.00
17	8' OPEN THROAT INLET	EA	1	\$ 8,300.00	\$ 8,300.00		\$ -		\$ -	0	\$ 8,300.00
18	15" RCP CLASS III STORM SEWER	LF	447	\$ 60.00	\$ 26,820.00		\$ -		\$ -	0	\$ 26,820.00
19	CONNECT TO EXISTING STORM SEWER	EA	2	\$ 1,050.00	\$ 2,100.00		\$ -		\$ -	0	\$ 2,100.00
20	ADJUST MANHOLE TO GRADE	EA	4	\$ 500.00	\$ 2,000.00		\$ -		\$ -	0	\$ 2,000.00
21	ADJUST WATER VALVE TO GRADE	EA	6	\$ 250.00	\$ 1,500.00	1	\$ 250.00		\$ 250.00	17	\$ 1,250.00
22	OVEREXCAVATION AND CRUSHED CONCRETE	TON	200	\$ 75.00	\$ 15,000.00		\$ -		\$ -	0	\$ 15,000.00
23	EARTHWORK, FINAL GRADING, BACKFILL, AND SHAPING	JOB	1	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -	0	\$ 20,000.00
24	SOD DISTURBED AREAS	SF	14,000	\$ 1.50	\$ 21,000.00		\$ -		\$ -	0	\$ 21,000.00
<b>Total Project A (Items 1-24)</b>					<b>\$ 653,265.00</b>		<b>\$ 484,321.00</b>		<b>\$ 484,321.00</b>		<b>\$ 168,944.00</b>

Project Name: Storm Drainage and Concrete Improvements 2024					Contractor's Pay Application: 4						
Application Period: (From - To) 7/2/24 to 8/5/24											
A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (D*E)	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)
Bid Item No.	Description	Unit of Measure									
<b>Project B: 110-112 Lake Shore Drive Stormwater Improvements</b>											
1	MOBILIZATION	JOB	1	\$ 5,000.00	\$ 5,000.00	0.20	\$ 1,000.00		\$ 1,000.00	20	\$ 4,000.00
2	TRAFFIC CONTROL	JOB	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00		\$ 3,500.00	100	\$ -
3	TEMPORARY DRIVE SURFACING (MAINTENANCE & REMOVAL)	JOB	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00		\$ 4,000.00	100	\$ -
4	EROSION CONTROL MAT	SF	400	\$ 1.60	\$ 640.00	400	\$ 640.00		\$ 640.00	100	\$ -
5	REMOVE CONCRETE	SY	75	\$ 20.00	\$ 1,500.00	104	\$ 2,080.00		\$ 2,080.00	139	\$ (580.00)
6	7" P.C. CONCRETE PAVING, NDOT TYPE 47B-3500	SY	70	\$ 54.00	\$ 3,780.00	104	\$ 5,616.00		\$ 5,616.00	149	\$ (1,836.00)
7	2.5' P.C. CONCRETE DROP CURB & GUTTER (7" THICK), NDOT TYPE 47B-3500	SY	25	\$ 70.00	\$ 1,750.00	18	\$ 1,260.00		\$ 1,260.00	72	\$ 490.00
8	GRATE INLET	EA	2	\$ 6,850.00	\$ 13,700.00		\$ -		\$ -	0	\$ 13,700.00
9	DRIVE OVER GRATE INLET	EA	1	\$ 8,400.00	\$ 8,400.00		\$ -		\$ -	0	\$ 8,400.00
10	CONCRETE HEADWALL WITH 6" P.C. CONCRETE FLUME	EA	1	\$ 8,000.00	\$ 8,000.00		\$ -		\$ -	0	\$ 8,000.00
11	12" HDPE STORM SEWER	LF	220	\$ 32.00	\$ 7,040.00		\$ -		\$ -	0	\$ 7,040.00
12	CONNECT EXISTING PIPE TO STORM SEWER	EA	3	\$ 1,100.00	\$ 3,300.00		\$ -		\$ -	0	\$ 3,300.00
13	EARTHWORK, FINAL GRADING, BACKFILL, AND SHAPING	JOB	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00		\$ 5,000.00	100	\$ -
14	SOD DISTURBED AREAS	SF	2850	\$ 1.50	\$ 4,275.00	2,850	\$ 4,275.00		\$ 4,275.00	100	\$ -
15	GRAVEL DISTURBED AREAS	JOB	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
<b>Total Project B (Items 1-15)</b>									<b>\$ 28,871.00</b>		<b>\$ 42,514.00</b>
<b>Project C: 1670 EAST CALLE COLOMBO STORMWATER IMPROVEMENTS</b>											
1	MOBILIZATION	JOB	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00		\$ 5,000.00	100	\$ -
2	TRAFFIC CONTROL	JOB	1	\$ 3,200.00	\$ 3,200.00	1	\$ 3,200.00		\$ 3,200.00	100	\$ -
3	CURB AND/OR GRATE INLET FILTER BMP	EA	1	\$ 200.00	\$ 200.00		\$ -		\$ -	0	\$ 200.00
4	REMOVE PAVING, INCLUDING SAWING	SY	400	\$ 15.00	\$ 6,000.00	538	\$ 8,070.00		\$ 8,070.00	135	\$ (2,070.00)
5	7" P.C. CONCRETE STREET PAVING, NDOT TYPE 47B-3500	SY	315	\$ 54.00	\$ 17,010.00	460	\$ 24,840.00		\$ 24,840.00	146	\$ (7,830.00)
6	6" P.C. CONCRETE DRIVEWAY PAVING, NDOT TYPE 47B-3500	SY	50	\$ 54.00	\$ 2,700.00	48	\$ 2,592.00		\$ 2,592.00	96	\$ 108.00
7	6" P.C. CONCRETE SIDEWALK PAVING, NDOT TYPE 47B-3500	SY	35	\$ 60.00	\$ 2,100.00	30	\$ 1,800.00		\$ 1,800.00	86	\$ 300.00
8	STORM SEWER JUNCTION BOX	EA	2	\$ 7,600.00	\$ 15,200.00	2	\$ 15,200.00		\$ 15,200.00	100	\$ -
9	15" RCP CLASS III STORM SEWER	LF	135	\$ 60.00	\$ 8,100.00	135	\$ 8,100.00		\$ 8,100.00	100	\$ -
10	6' OPEN THROAT INLET	EA	2	\$ 8,200.00	\$ 16,400.00	2	\$ 16,400.00		\$ 16,400.00	100	\$ -
11	ADJUST INLET TO GRADE	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
12	EARTHWORK, FINAL GRADING, BACKFILL, AND SHAPING	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
13	SOD DISTURBED AREAS	SF	550	\$ 1.50	\$ 825.00	362	\$ 543.00		\$ 543.00	66	\$ 282.00
<b>Total Project C (Items 1-13)</b>									<b>\$ 89,745.00</b>		<b>\$ (9,010.00)</b>
<b>GRAND TOTAL PROJECTS A THROUGH C</b>					<b>\$ 805,385.00</b>			<b>\$ 602,937.00</b>	<b>\$ 602,937.00</b>		<b>\$ 202,448.00</b>

4.D. Finance department report.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS  
 FROM 10/01/2023 TO 07/31/2024  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 07/31/2024
100	GENERAL FUND	7,728,514.35	25,569,435.28	25,579,880.34	7,718,069.29
160	PLATTE CO LIBRARY SERVICE	95,067.68	4,448.15	1,070.40	98,445.43
175	ARP ACT FUNDS	847,529.63	42,899.57	9,575.39	880,853.81
189	PERPETUAL CARE	82,197.67	3,845.97	925.49	85,118.15
200	STREETS/ENGINEERING	730,820.71	4,613,065.57	5,638,022.11	(294,135.83)
205	AIRPORT	996,928.71	558,204.90	356,695.25	1,198,438.36
206	DOWNTOWN BID	0.00	94,290.10	8,364.95	85,925.15
210	SALES TAX	5,536,946.72	6,286,748.25	5,038,594.85	6,785,100.12
211	1/2 CENT SALES TAX	89,022.85	9,175,449.80	11,856,818.97	(2,592,346.32)
212	GAMING TAX	0.00	45,897.97	0.00	45,897.97
220	COMMUNICATIONS - E911	158,536.41	2,589,780.70	1,688,666.61	1,059,650.50
221	COMMUNICATIONS - WIRELESS E911	215,511.30	97,573.01	100,374.34	212,709.97
225	COMMUNICATIONS-EC-911 EQUIPMENT	(294,733.12)	0.00	17,736.03	(312,469.15)
240	HOUSING REHAB & LOANS	95,686.13	81,401.06	6,987.33	170,099.86
260	PROGRESS AND JOBS GROWTH	1,479,780.51	563,240.00	409,881.36	1,633,139.15
270	KENO	724,450.53	587,917.13	648,763.35	663,604.31
400	DEBT SERVICE FUND	(435,561.78)	1,007,171.95	1,255,203.25	(683,593.08)
480	COMMUNITY REDEVL AUTH	586,724.70	1,085,300.08	1,508,543.45	163,481.33
500	UTILITY SERVICE	17,160,753.69	10,441,221.03	9,028,748.23	18,573,226.49
520	WATER	13,649,153.20	4,732,992.11	5,269,018.64	13,113,126.67
530	LOUP DISTRIBUTION	1,895,368.89	3,455,407.50	3,506,216.75	1,844,559.64
560	STORMWATER UTILITY	1,165,306.77	412,752.46	146,182.71	1,431,876.52
570	SOLID WASTE DIVISION	3,361,338.91	2,382,490.28	1,616,343.86	4,127,485.33
600	HEALTH INSURANCE	2,602,497.84	1,029,076.15	904,192.10	2,727,381.89
710	FIRE PENSION	79,163.05	3,567.62	6,943.71	75,786.96
730	LICENSES TO SCHOOLS	2,515.00	15,580.00	16,190.00	1,905.00
740	LIBRARY FOUNDATION	761,071.19	0.00	0.00	761,071.19
745	LIBRARY ENDOWMENT	1,151,125.13	0.00	0.00	1,151,125.13
750	GERRARD PARK TRUST	135,927.90	15,904.68	0.00	151,832.58
999	PAYROLL CLEARING	2,755.12	8,643,504.23	8,769,797.98	(123,538.63)
	TOTAL - ALL FUNDS	60,604,399.69	83,539,165.55	83,389,737.45	60,753,827.79

4.E. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057 08/20/2024	A TO Z MESSAGING INVOICE	18630	ANSWERING SERVICE	130.00	
			Total:	130.00	
			Net of 1 Invoices / 0 Checks	130.00	
00116	ACE HARDWARE & GARDEN CNT				
08/20/2024	INVOICE	205655/5	BATTERY NICAD AA	28.86	
08/20/2024	INVOICE	205653/5	PVC, ELEC TAPE	19.16	
08/20/2024	INVOICE	205633/5	MOUSE GLUE TRAPS, MOUSE TRAPS	16.18	
08/20/2024	INVOICE	205631/5	HOME/GARDEN SPRAYER	34.99	
08/20/2024	INVOICE	205629/5	PAINT TRAY, BRUSHES	15.77	
08/20/2024	INVOICE	205621/5	BARBED COUPL 1/2"	9.98	
08/20/2024	INVOICE	205596/5	NUTS, BOLTS, SCREWS	0.79	
08/20/2024	INVOICE	205604/5	NUTS, BOLTS, SCREWS	11.43	
08/20/2024	INVOICE	205829/5	THROTTLE CABLE, STOP SWITCH	23.58	
08/20/2024	INVOICE	205828/5	WD40, LED 65W 2 PK	18.58	
08/20/2024	INVOICE	205827/5	SCREW & ANCHOR	9.29	
08/20/2024	INVOICE	205823/5	BIBB HOSE 3/4" BALL VALVE	33.98	
08/20/2024	INVOICE	205818/5	ADPTR BARB, HOSE CLAMP, BALL VALVE	16.35	
08/20/2024	INVOICE	205802/5	PUSH THR ADPTR	9.98	
08/20/2024	INVOICE	205792/5	UTILITY KNIFE, NUTS, BOLTS, SCREWS	7.69	
08/20/2024	INVOICE	205780/5	TIE DOWN, RUBBER STRAP	34.35	
08/20/2024	INVOICE	205770/5	OIL PUMP, WORMGEAR	56.98	
08/20/2024	INVOICE	205766/5	MAXI TORCH, TUBE POLY	54.98	
08/20/2024	INVOICE	205762/5	SHOP TOWELS, PADLOCK	62.97	
08/20/2024	INVOICE	205754/5	START YOUR ENGINES 2 OZ	10.99	
08/20/2024	INVOICE	205743/5	RYL INT SG WHT, CF3 PRO LINE, RR RLR CVR	70.57	
08/20/2024	INVOICE	205715/5	STIHL TRIMER LINE, KILLER VGTN CNCNTRT	70.98	
08/20/2024	INVOICE	205704/5	FUSE PLG MED	9.99	
08/20/2024	INVOICE	205703/5	PAINT BRUSH, EDGER BLADE, PAINT TRY, RLR CVI	65.49	
08/20/2024	INVOICE	205697/5	INSECT BARRIER	14.99	
08/20/2024	INVOICE	205689/5	PLUG INSERT, ELBOW	6.77	
08/20/2024	INVOICE	205677/5	FAUCET SUPPLY LINE	1.00	
08/20/2024	INVOICE	205869/5	CUT-OFF RISER, NUTS, BOLTS, SCREWS, BARBED (	14.57	
08/20/2024	INVOICE	205851/5	LOPPER BYPASS	8.99	
08/20/2024	INVOICE	205877/5	AUTO CUT, CF3 PRO, RECOIL SPRING	75.97	
08/20/2024	INVOICE	205885/5	NUTS, BOLTS, SCREWS	13.20	
08/20/2024	INVOICE	205942/5	SPRAYPAINT	5.99	
08/20/2024	INVOICE	205915/5	BATTERIES	81.95	
			Total:	917.34	
			Net of 33 Invoices / 0 Checks	917.34	
00180	ADVANCE AUTO PARTS				
08/20/2024	INVOICE	5606419966718	LENS	15.74	
08/20/2024	INVOICE	5606421367115	V BELT INDUSTRIAL	21.44	
08/20/2024	INVOICE	5606421467169	OIL 5W30 SYNTHETIC	133.29	
08/20/2024	INVOICE	5606421467164	V-BELT INDUSTRIAL	7.66	
08/20/2024	INVOICE	5606421467166	OIL SEAL	25.18	
08/20/2024	INVOICE	5606421467165	V BELT INDUSTRIAL	22.99	
08/20/2024	INVOICE	5606421567176	AIR FILTER	29.26	
08/20/2024	INVOICE	5606421367141	BEARING, WHEEL BEARING	22.81	
08/20/2024	INVOICE	5606422067302	SPARK PLUG	4.40	
08/20/2024	INVOICE	5606420666916	OIL FILTER CAP	13.37	
08/20/2024	INVOICE	5606420666949	AIR FILTERS	35.86	
08/20/2024	INVOICE	5606420466870	EXHAUST PIPE	74.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	5606420566909	OIL FILTER	3.52	
			Total:	410.22	
			Net of 13 Invoices / 0 Checks	410.22	
00102	AG SPRAY EQUIPMENT				
08/20/2024	INVOICE	871955	6.5HP HONDA	518.88	
			Total:	518.88	
			Net of 1 Invoices / 0 Checks	518.88	
00133	AMERICAN LEGAL PUBLISHING CORP				
08/20/2024	INVOICE	35847	INTERNET RENEWAL - 9/27/2024-9/27/2025	495.00	
			Total:	495.00	
			Net of 1 Invoices / 0 Checks	495.00	
01031	ANDERSON FORD OF LINCOLN				
08/20/2024	INVOICE	077173	2025 FORD INTERCEPTOR VIN #4596	51,574.00	
08/20/2024	INVOICE	077173	2025 FORD INTERCEPTOR VIN #2269	51,574.00	
08/20/2024	INVOICE	077173	2025 FORD INTERCEPTOR VIN #4566	51,574.00	
			Total:	154,722.00	
			Net of 3 Invoices / 0 Checks	154,722.00	
00418	AQUA-CHEM INC				
08/20/2024	INVOICE	00206542	CHEMICALS	5,678.40	
			Total:	5,678.40	
			Net of 1 Invoices / 0 Checks	5,678.40	
00587	AQUA-PURE INC				
08/20/2024	INVOICE	COLNE2408	MONTHLY SERVICE CONTRACT - SOUTH & NORTH WE:	14,199.47	
			Total:	14,199.47	
			Net of 1 Invoices / 0 Checks	14,199.47	
11180	ARMOR EQUIPMENT				
08/20/2024	INVOICE	61100	BAH DUO SKIDS, BH BROOM	2,873.46	
			Total:	2,873.46	
			Net of 1 Invoices / 0 Checks	2,873.46	
10561	ARNOLD MOTOR SUPPLY				
08/20/2024	INVOICE	78NV115494	BRAKLEEN	50.91	
08/20/2024	INVOICE	78NV114440	FREEZE OFF, ANTI-SEIZE LUBE	21.31	
08/20/2024	INVOICE	78NV112453	REMAN ALTERNATOR	195.10	
08/20/2024	INVOICE	78CR013220	CORE REFUND	(65.00)	
08/20/2024	INVOICE	78NV114649	HI-POWER II V-BELT	50.82	
08/20/2024	INVOICE	78NV115486	HI-POWER II V-BELT	34.70	
08/20/2024	INVOICE	78NV115987	STYLUS PRO LED PENLIGHT	104.97	
08/20/2024	INVOICE	78NV116440	MIRROR, PRIME/CONV GREEN 50/50	25.53	
08/20/2024	INVOICE	78NV117010	LMX GREASE CARTRIDGE, RAGS-BX- BLUE	122.21	
08/20/2024	INVOICE	78NV115335	MASTER BAT, 100 AMP BATTERY LOAD TESTER	128.57	
			Total:	669.12	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 10 Invoices / 0 Checks	669.12	
10663	AUXIANT				
08/20/2024	INVOICE	8152024HEALTH	HEALTH FUNDING	52,417.32	
08/20/2024	INVOICE	8152024FLEX	FLEX FUNDING	1,945.07	
08/20/2024	INVOICE	8122024HEALTH	HEALTH FUNDING	68,304.97	
08/20/2024	INVOICE	8122024FLEX	FLEX FUNDING	851.44	
08/20/2024	INVOICE	8012024 HEALTH	HEALTH FUNDING	18,662.74	
08/20/2024	INVOICE	8012024FLEX	FLEX FUNDING	561.57	
			Total:	142,743.11	
			Net of 6 Invoices / 0 Checks	142,743.11	
01657	BARCEL LANDSCAPE PRODUCTS INC				
08/20/2024	INVOICE	12921	CUSTOM GRINDING MAY 2024 TO DATE	27,117.75	
			Total:	27,117.75	
			Net of 1 Invoices / 0 Checks	27,117.75	
03119	B-D CONSTRUCTION INC				
08/20/2024	INVOICE	15617	PARTIAL INSTALL & TEST OF GUARDIAN FIRE STS'	5,605.00	
			Total:	5,605.00	
			Net of 1 Invoices / 0 Checks	5,605.00	
00461	BEHLEN TOWING LLC				
08/20/2024	INVOICE	32612	TOWING	150.00	
08/20/2024	INVOICE	33319	TOWING	150.00	
08/20/2024	INVOICE	32668	TOWING	150.00	
08/20/2024	INVOICE	32669	TOWING	150.00	
08/20/2024	INVOICE	32680	TOWING	150.00	
08/20/2024	INVOICE	32684	TOWING	150.00	
08/20/2024	INVOICE	33322	TOWING	150.00	
08/20/2024	INVOICE	33330	TOWING	360.00	
08/20/2024	INVOICE	32724	TOWING	150.00	
08/20/2024	INVOICE	32738	TOWING	150.00	
08/20/2024	INVOICE	32742	TOWING	150.00	
			Total:	1,860.00	
			Net of 11 Invoices / 0 Checks	1,860.00	
01315	BENESCH ALFRED & COMPANY				
08/20/2024	INVOICE	289979	LIFT STATION #15 WESTBROOK	2,418.82	
			Total:	2,418.82	
			Net of 1 Invoices / 0 Checks	2,418.82	
11109	BIRDDOG ELECTRIC LLC				
08/20/2024	INVOICE	53	2ND FLOOR ELECTRICAL, KIOSK RELOCATION, HONI	5,229.00	
			Total:	5,229.00	
			Net of 1 Invoices / 0 Checks	5,229.00	
03256	BLACK HILLS ENERGY				
08/20/2024	INVOICE	5317 1214 84 AUG 2	NATURAL GAS	40.09	
08/20/2024	INVOICE	5048 9157 09 AUG 2	NATURAL GAS	40.63	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	7504 0422 35	AUG 2NATURAL GAS	41.72	
08/20/2024	INVOICE	5915 3548 20	AUG 2NATURAL GAS	43.33	
08/20/2024	INVOICE	5431 5180 01	AUG 2NATURAL GAS	47.66	
08/20/2024	INVOICE	1450 5796 12	AUG 2NATURAL GAS	47.66	
08/20/2024	INVOICE	6310 3990 85	AUG 2NATURAL GAS	49.29	
08/20/2024	INVOICE	0778 7198 98	AUG 2NATURAL GAS	55.77	
08/20/2024	INVOICE	4447 5106 07	AUG 2NATURAL GAS	65.18	
08/20/2024	INVOICE	6007 1329 48	AUG 2NATURAL GAS	140.83	
08/20/2024	INVOICE	0815 1921 72	AUG 2NATURAL GAS	161.35	
08/20/2024	INVOICE	6942 7542 63	AUG 2NATURAL GAS	867.29	
Total:				1,600.80	
Net of 12 Invoices / 0 Checks				1,600.80	
11187	BOMBERGER KAREN				
08/20/2024	INVOICE	TUITION	TUITION REIMBURSEMENT	500.00	
Total:				500.00	
Net of 1 Invoices / 0 Checks				500.00	
00240	BOUND TREE MEDICAL LLC				
08/20/2024	INVOICE	85444701	COLD PACK	40.49	
08/20/2024	INVOICE	85444700	BERMAN AIRWAY, EXTRICATION COLLAR, ECG LECTI	494.30	
08/20/2024	INVOICE	85441398	NASOPHARYNGEAL AIRWAY	59.56	
08/20/2024	INVOICE	85439560	GLOVES, STAT PAD, ECG ELECTRODE, VENT CHEST	1,654.11	
Total:				2,248.46	
Net of 4 Invoices / 0 Checks				2,248.46	
03018	BS&A SOFTWARE				
08/20/2024	INVOICE	154566	REMOTE BUILDING DEPARTMENT TRAINING	825.00	
Total:				825.00	
Net of 1 Invoices / 0 Checks				825.00	
10547	BVH ARCHITECTURE				
08/20/2024	INVOICE	46214	MEMORIAL STADIUM RENOVATION	56,263.80	
Total:				56,263.80	
Net of 1 Invoices / 0 Checks				56,263.80	
02979	CAPITAL BUSINESS SYSTEMS				
08/20/2024	INVOICE	1419290	COPIER CONTRACT	19.67	
Total:				19.67	
Net of 1 Invoices / 0 Checks				19.67	
00091	CAROLINA SOFTWARE				
08/20/2024	INVOICE	91837	WASTE WORKS LASER TICKETS	802.95	
Total:				802.95	
Net of 1 Invoices / 0 Checks				802.95	
10604	CASEY'S MAIL SERVICE LLC				
08/20/2024	INVOICE	3969	DAILY MAIL, WATER STATEMENTS	5,055.31	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	5,055.31	
			Net of 1 Invoices / 0 Checks	5,055.31	
01209	CENTER POINT LARGE PRINT				
08/20/2024	INVOICE	2109467	MATERIALS	169.59	
			Total:	169.59	
			Net of 1 Invoices / 0 Checks	169.59	
03136	CENTRAL COMMUNITY COLLEGE				
08/20/2024	INVOICE	002001135	BLS RENEWAL COURSE	221.00	
08/20/2024	INVOICE	002001800	BLS RENEWAL	101.00	
08/20/2024	INVOICE	002001803	BLS RENEWAL	120.00	
08/20/2024	INVOICE	002001767	BLS RENEWAL	76.00	
			Total:	518.00	
			Net of 4 Invoices / 0 Checks	518.00	
01148	CENTURY LINK				
08/20/2024	INVOICE	402D33-0443	AUG 24E911 PHONE CHARGES	930.00	
			Total:	930.00	
			Net of 1 Invoices / 0 Checks	930.00	
10795	CHESTERMAN COMPANY				
08/20/2024	INVOICE	11420128	CONCESSIONS - GERRARD PARK	396.20	
08/20/2024	INVOICE	11420872	CONCESSIONS - PLUNGE	597.96	
08/20/2024	INVOICE	11425394	CONCESSIONS - PLUNGE	702.48	
08/20/2024	INVOICE	11434614	CONCESSIONS - PLUNGE	1,348.32	
08/20/2024	INVOICE	11444174	CONCESSIONS - PLUNGE	235.74	
			Total:	3,280.70	
			Net of 5 Invoices / 0 Checks	3,280.70	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
08/20/2024	INVOICE	8681	FENDERS - QUARTER	86.00	
			Total:	86.00	
			Net of 1 Invoices / 0 Checks	86.00	
00567	CITY OF COLUMBUS				
08/20/2024	INVOICE	300-54059-00	AUG 2WATER & SEWER	323.63	
08/20/2024	INVOICE	200-21960-05	AUG 2WATER & SEWER	122.10	
08/20/2024	INVOICE	200-37998-00	AUG 2WATER & SEWER	534.35	
08/20/2024	INVOICE	200-39575-00	AUG 2WATER & SEWER	46.58	
08/20/2024	INVOICE	200-39771-00	AUG 2WATER & SEWER	54.71	
08/20/2024	INVOICE	300-47514-00	AUG 2WATER & SEWER	140.18	
08/20/2024	INVOICE	300-47518-00	AUG 2WATER & SEWER	84.86	
08/20/2024	INVOICE	300-49615-00	AUG 2WATER & SEWER	29.63	
08/20/2024	INVOICE	300-57935-00	AUG 2WATER & SEWER	1,236.02	
08/20/2024	INVOICE	300-57936-00	AUG 2WATER & SEWER	596.21	
08/20/2024	INVOICE	300-62105-00	AUG 2WATER & SEWER	32.72	
08/20/2024	INVOICE	300-62155-00	AUG 2WATER & SEWER	207.62	
08/20/2024	INVOICE	300-49665-00	AUG 2WATER & SEWER	211.15	
08/20/2024	INVOICE	200-21982-00	AUG 2WATER & SEWER	313.13	
08/20/2024	INVOICE	100-13650-01	AUG 2WATER & SEWER	156.50	
08/20/2024	INVOICE	200-44032-00	AUG 2WATER & SEWER	95.93	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	300-45762-00	AUG 2WATER & SEWER	33.86	
08/20/2024	INVOICE	300-45761-00	AUG 2WATER & SEWER	26.47	
08/20/2024	INVOICE	300-44986-00	AUG 2WATER & SEWER	114.41	
08/20/2024	INVOICE	300-57938-00	AUG 2WATER & SEWER	99.89	
08/20/2024	INVOICE	400-70005-01	AUG 2WATER & SEWER	188.96	
08/20/2024	INVOICE	200-28755-00	AUG 2WATER & SEWER	46.15	
08/20/2024	INVOICE	200-41055-00	AUG 2WATER & SEWER	28.10	
08/20/2024	INVOICE	300-44995-00	AUG 2WATER & SEWER	98.57	
08/20/2024	INVOICE	300-47517-00	AUG 2WATER & SEWER	583.01	
08/20/2024	INVOICE	300-50035-00	AUG 2WATER & SEWER	60.37	
08/20/2024	INVOICE	300-57937-00	AUG 2WATER & SEWER	401.97	
08/20/2024	INVOICE	300-61005-00	AUG 2WATER & SEWER	322.88	
08/20/2024	INVOICE	400-65101-00	AUG 2WATER & SEWER	2,997.29	
08/20/2024	INVOICE	400-69475-00	AUG 2WATER & SEWER	391.99	
08/20/2024	INVOICE	400-81020-00	AUG 2WATER & SEWER	664.15	
08/20/2024	INVOICE	300-57934-00	AUG 2WATER & SEWER	271.10	
08/20/2024	INVOICE	300-44985-02	AUG 2WATER & SEWER	26.12	
08/20/2024	INVOICE	200-39615-01	AUG 2WATER & SEWER	120.48	
Total:				10,661.09	
Net of 34 Invoices / 0 Checks				10,661.09	
00262	CLUB PROPHET SYSTEMS				
08/20/2024	INVOICE	INV2361174	MONTHLY TEE SHEET, ONLINE RESERVATIONS	500.00	
Total:				500.00	
Net of 1 Invoices / 0 Checks				500.00	
02542	CNC REPAIR LLC				
08/20/2024	INVOICE	10234	TPMS SENSOR VIN #8538	91.85	
08/20/2024	INVOICE	10273	LOF, AIR FILTER VIN #5404	62.75	
08/20/2024	INVOICE	10283	LOF, BATTERY INSTALL VIN #7979	90.09	
08/20/2024	INVOICE	10453	4 - TIRES, BREAK PADS & ROTORS VIN #7979	1,776.17	
08/20/2024	INVOICE	10303	TIRE REAPIR	19.50	
08/20/2024	INVOICE	10342	LOF VIN #7939	45.09	
08/20/2024	INVOICE	10352	LOF, ALIGNMENT, BREAK PADS & ROTORS, LOWER (	1,673.08	
08/20/2024	INVOICE	10372	REPLACE SPARK PLUGS VIN #8539	323.47	
08/20/2024	INVOICE	10382	LOF, AIR FILTER IGNITION SWITCH VIN #8537	261.83	
08/20/2024	INVOICE	10384	TPMS SENSORS, 4 TIRES VIN #5404	1,132.20	
Total:				5,476.03	
Net of 10 Invoices / 0 Checks				5,476.03	
10763	COLIBRI SYSTEM				
08/20/2024	INVOICE	3984	COLIBRI COVER MINI 3.5 MIL & 4.7 MIL	899.41	
Total:				899.41	
Net of 1 Invoices / 0 Checks				899.41	
03140	COLUMBUS AREA CHAMBER OF				
08/20/2024	INVOICE	42173	LEADERSHIP COLUMBUS TUITION - JONATHAN LOVE:	600.00	
08/20/2024	INVOICE	42158	LEADERSHIP COLUMBUS TUITION - JERI KAY HOPK:	600.00	
Total:				1,200.00	
Net of 2 Invoices / 0 Checks				1,200.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03141 08/20/2024	COLUMBUS COMMUNITY HOSPITAL INVOICE	10002274	PHARMACY, IV SOLUTIONS	910.62	
			Total:	910.62	
			Net of 1 Invoices / 0 Checks	910.62	
01638 08/20/2024	COLUMBUS FAMILY RESOURCE CTR INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	10,937.84	
			Total:	10,937.84	
			Net of 1 Invoices / 0 Checks	10,937.84	
01250 08/20/2024	COMMONWEALTH ELECTRIC COMPANY INVOICE	55589	TROUBLESHOOT LIGHTING SYSTEM	76.00	
			Total:	76.00	
			Net of 1 Invoices / 0 Checks	76.00	
11093 08/20/2024	CONNER PSYCHOLOGICAL SERVICES PC INVOICE	10002389	CONSULTATION	520.00	
			Total:	520.00	
			Net of 1 Invoices / 0 Checks	520.00	
01525 08/20/2024	CORNHUSKER MARRIOTT HOTEL INVOICE	2500	PRENT ROTH	119.00	
			Total:	119.00	
			Net of 1 Invoices / 0 Checks	119.00	
03147 08/20/2024	CORNHUSKER PUBLIC POWER DIST INVOICE	415030001 AUG 24	ELECTRICITY	85.96	
08/20/2024	INVOICE	415030005 AUG 24	ELECTRICITY	36.77	
08/20/2024	INVOICE	415030006 AUG 24	ELECTRICITY	183.95	
08/20/2024	INVOICE	415030007 AUG 24	ELECTRICITY	254.70	
08/20/2024	INVOICE	415030008 AUG 24	ELECTRICITY	192.95	
08/20/2024	INVOICE	415030009 AUG 24	ELECTRICITY	155.65	
			Total:	909.98	
			Net of 6 Invoices / 0 Checks	909.98	
01820 08/20/2024	CORNHUSKER STATE INDUSTRIES INVOICE	1440681	ODOR ELIMINATOR	47.00	
			Total:	47.00	
			Net of 1 Invoices / 0 Checks	47.00	
03149 08/20/2024	CULLIGAN OF COLUMBUS INVOICE	286059	SALT PELLETT DELIVERED	54.00	
08/20/2024	INVOICE	286512	EQUIPMENT - POU COOLER	43.00	
08/20/2024	INVOICE	286543	EQUIPMENT - REVERSE OSMOSIS	32.00	
08/20/2024	INVOICE	286549	EQUIPMENT - REVERSE OSMOSIS	65.50	
			Total:	194.50	
			Net of 4 Invoices / 0 Checks	194.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01539	D & K PRODUCTS				
08/20/2024	INVOICE	81390IN	HERBICIDE	569.60	
08/20/2024	INVOICE	81389IN	TRICURE AD WETTING AGENT	2,159.40	
			Total:	2,729.00	
			Net of 2 Invoices / 0 Checks	2,729.00	
11164	DANIELS PRODUCE LLC				
08/20/2024	INVOICE	7.01.2024-7.31.2024	YARD WASTE REMOVAL 7/01/2024 - 7/31/2024	9,094.88	
			Total:	9,094.88	
			Net of 1 Invoices / 0 Checks	9,094.88	
03279	DAS STATE ACCOUNTING				
08/20/2024	INVOICE	1441917	VHF TRUNKED RADIO SYSTEM	132.00	
			Total:	132.00	
			Net of 1 Invoices / 0 Checks	132.00	
03152	DEMCO INC				
08/20/2024	INVOICE	7516207	BOOKMARKS, CRAFT KIT, PERLER BEADS, PERLER	97.86	
08/20/2024	INVOICE	7516532	GENRE LABELS, STICK TOGETHER CORE COLLECTION	165.28	
08/20/2024	INVOICE	7514098	10 PKG GENRES DRAWSTRING BAGS	150.85	
			Total:	413.99	
			Net of 3 Invoices / 0 Checks	413.99	
02230	DISTAR INDUSTRIES LLC				
08/20/2024	INVOICE	23816	TRASH CAN HOUSING W/40 GALLON RUBBER CAN	8,482.50	
			Total:	8,482.50	
			Net of 1 Invoices / 0 Checks	8,482.50	
01814	DULTMEIER SALES LLC				
08/20/2024	INVOICE	4169270	HINGE BASE	77.95	
			Total:	77.95	
			Net of 1 Invoices / 0 Checks	77.95	
00374	DUNBAR DOUGLAS				
08/20/2024	INVOICE	8.01.2024	MONTHLY CONTRACT	7,234.86	
08/20/2024	INVOICE	8.01.2024	MONTHLY COMMISSIONS-GREEN FEES & CART RENTA	20,913.17	
08/20/2024	INVOICE	8.01.2024	LIQUOR COMMISSIONS	13,939.97	
			Total:	42,088.00	
			Net of 3 Invoices / 0 Checks	42,088.00	
00909	DYMAXION RESEARCH LTD				
08/20/2024	INVOICE	M4090019	SCHEDULE SOFTWARE THRU 8/21/25	2,040.00	
			Total:	2,040.00	
			Net of 1 Invoices / 0 Checks	2,040.00	
03158	EAKES OFFICE SOLUTIONS				
08/20/2024	INVOICE	INV574323	COPIER CONTRACT	307.20	
08/20/2024	INVOICE	INV574278	COPIER CONTRACT	898.19	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	8982192-0	NOTES, ADHES	12.50	
08/20/2024	INVOICE	8977602-0	BADGE	28.72	
08/20/2024	INVOICE	8976418-1	PERFED PAPER	32.97	
08/20/2024	INVOICE	8980903-0	LSR LABELS, TAPE, CORRECTION TAPE, FOLDERS	233.20	
08/20/2024	INVOICE	8980684-0	TONER, LJ	105.98	
08/20/2024	INVOICE	9895286-0	PAPER	235.50	
08/20/2024	INVOICE	8985285-0	PAPER	94.20	
Total:				1,948.46	
Net of 9 Invoices / 0 Checks				1,948.46	
01597	ELECTRONIC ENGINEERING				
08/20/2024	INVOICE	855002257-1	2 WAY RADIO REPAIR	583.45	
08/20/2024	INVOICE	853005449-1	2 WAY RADIO LABOR	797.50	
08/20/2024	INVOICE	853005394	INSTALL CUSTOMER SUPPLIED EQUIPMENT #217	18,777.00	
08/20/2024	INVOICE	853005393	INSTALL CUSTOMER SUPPLIED EQUIPMENT #216	18,777.00	
08/20/2024	INVOICE	853005338	INSTALL CUSTOMER SUPPLIED EQUIPMENT #215	21,133.00	
08/20/2024	INVOICE	853005482	INSTALL NEW SRS MOBILE RADIO ANTENNA	3,921.25	
08/20/2024	INVOICE	853005292	PROGRAMMING	6,052.50	
Total:				70,041.70	
Net of 7 Invoices / 0 Checks				70,041.70	
03162	ELLER HEATING AIR CONDITIONING				
08/20/2024	INVOICE	240729.01	CONTACTOR	39.26	
Total:				39.26	
Net of 1 Invoices / 0 Checks				39.26	
00326	ESRI INC				
08/20/2024	INVOICE	94775734	ARCGIS 10/31/2024 - 10/30/2025	8,500.00	
Total:				8,500.00	
Net of 1 Invoices / 0 Checks				8,500.00	
03165	FASTENAL COMPANY				
08/20/2024	INVOICE	NECOL255573	IC WB CAUTION BLUE	292.18	
08/20/2024	INVOICE	NECOL255676	IC WB FLO GRN	294.99	
Total:				587.17	
Net of 2 Invoices / 0 Checks				587.17	
00334	FIFTH SEASON INC				
08/20/2024	INVOICE	140339	SUMMER #1 LAWN APPLICATION	186.75	
Total:				186.75	
Net of 1 Invoices / 0 Checks				186.75	
00242	FIRST NATIONAL BANK OMAHA				
08/20/2024	INVOICE	6762	NSA/POAN LAW ENFORCEMENT CONFERENCE	400.00	
08/20/2024	INVOICE	1114567	APCO INTERNATIONAL - HIGGINS, GRAY	870.00	
08/20/2024	INVOICE	113-00018857	COLUMBUS TELEGRAM SUBSCRIPTION	14.99	
08/20/2024	INVOICE	7.23.2024	MENARDS - DOORBELL FOR WATER OFFICE	34.20	
08/20/2024	INVOICE	1950	SIGNATURE APPLIANCE - REFRIGERATOR	774.00	
08/20/2024	INVOICE	111-13756669-96362	AMAZON - PACKAGING TAPE	26.65	
08/20/2024	INVOICE	111-6302226-185302	AMAZON - BOOK SPINE LABELS	26.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	111-7801033-500665	AMAZON - BUBBLE MAILERS	34.16	
08/20/2024	INVOICE	111-8731695-464582	AMAZON - STACKABLE STORAGE BIN	28.49	
08/20/2024	INVOICE	7001373725	FIRST BOOK	1,193.00	
08/20/2024	INVOICE	111-0931955-788501	AMAZON - DREAM CATCHER CRAFT KIT	18.37	
08/20/2024	INVOICE	XCDB	LULUBEE CHOCOLATES GIFT CARDS	30.00	
08/20/2024	INVOICE	111-6610078-237780	AMAZON - CRAFTING CHUCH FANS, METALLIC STIC	73.77	
08/20/2024	INVOICE	11899	CUNE.EDU - PLUM CREEK LITERACY FESTIVAL	206.28	
08/20/2024	INVOICE	AD02346100000EUS	ADOBE CREATIVE CLOUD ALL APS	34.99	
08/20/2024	INVOICE	7.29.2024	CONSTANT CONTACT	119.70	
08/20/2024	INVOICE	111-3508784-750260	AMAZON - DVD'S	124.33	
08/20/2024	INVOICE	111-8389457-168021	AMAZON - BULLETIN BOARD, BROOM, WALL SCONES	484.93	
08/20/2024	INVOICE	111-0264974-743220	AMAZON - INTERACTIVE CAT, LABELS, CONFETTI	169.10	
08/20/2024	INVOICE	111-2606145-534025	AMAZON - DISH CLOTHS, TOWELS, NOTEBOOKS, KE	334.32	
08/20/2024	INVOICE	8.02.2024	CRUNCHYROLL MEMBERSHIP	85.57	
08/20/2024	INVOICE	10188872886	SAM'S CLUB - HOT DOG BUNS & HOT DOGS	155.18	
08/20/2024	INVOICE	10188984483	SAM'S CLUB - AIR HEADS	134.80	
08/20/2024	INVOICE	000018365	THE MUSIC BINGO PEOPLE	400.00	
08/20/2024	INVOICE	112-4443596-935066	AMAZON - LABELS	90.95	
08/20/2024	INVOICE	112-7154911-432664	AMAZON - CUSTOM BALLPOINT PENS	179.98	
08/20/2024	INVOICE	728C72EB-0001	STARFISH AQUATICS INSTITUTE - SWIMMING BASI	69.00	
08/20/2024	INVOICE	190467	HYVEE - UMPIRE MEALS	93.56	
08/20/2024	INVOICE	834096	HYVEE - UMPIRE MEALS	76.13	
08/20/2024	INVOICE	712	FLOWRIDER INC - PARK BOARDS	599.00	
08/20/2024	INVOICE	112-5628041-647861	AMAZON - REUSABLE TOTE BAGS, SPIRAL NOTEBOO	403.92	
08/20/2024	INVOICE	CJAGH8QPJ2	META FACEBOOK ADVERTISING	335.91	
08/20/2024	INVOICE	9707538	PROVANTAGE- HORIZONTAL POLE/WALL MOUNTING K	455.00	
08/20/2024	INVOICE	112-8191975-940345	AMAZON - INK CATRIDGE	140.67	
08/20/2024	INVOICE	112-4766400-855621	AMAZON - PAPER PLATES	17.97	
08/20/2024	INVOICE	5031468037	GOOGLE - WORKSPACE BUSINESS STARTER	12.00	
08/20/2024	INVOICE	112-5989027-630343	AMAZON - BADGE REELS	39.99	
08/20/2024	INVOICE	112-8156574-093785	AMAZON - TONER CATRIDGES CYAN & BLACK	226.78	
08/20/2024	INVOICE	112-2762001-276344	AMAZON - SWIVEL CORD UNTANGLER	15.98	
08/20/2024	INVOICE	112-1448415-894421	AMAZON - LITTELFUSE 125 AMP	100.00	
08/20/2024	INVOICE	112-6738968-516744	AMAZON - ETHERNET CABLE	18.70	
08/20/2024	INVOICE	112-1829980-672504	AMAZON - SURGE PROTECTOR	89.84	
08/20/2024	INVOICE	112-3944426-068100	AMAZON - HP OFFICEJET INK, TONER CATRIDGE	293.82	
08/20/2024	INVOICE	112-3454533-411701	AMAZON - WIRELESS MOUSE & KEYBOARD	28.49	
08/20/2024	INVOICE	112-3105702-049546	AMAZON - AIR SPRING BAG REPLACEMENT	144.99	
08/20/2024	INVOICE	112-1050349-631220	AMAZON - COMMERCIAL ENVELOPES	98.08	
08/20/2024	INVOICE	112-4982532-890501	AMAZON - LAPTOP BATTERY	39.99	
08/20/2024	INVOICE	112-7515161-442344	AMAZON - 6-PORT INDUSTRIAL GIGABIT L2, CABLI	744.86	
08/20/2024	INVOICE	11902601	EGNYTE - PLATFORM 12 MONTH SUBSCRIPTION	1,234.68	
08/20/2024	INVOICE	241106	HARBOR FREIGHT - 7HP GAS HRZTL ENGINE	160.49	
08/20/2024	INVOICE	7328	SP COAST EMS - VACUUM PPUMP	194.95	
08/20/2024	INVOICE	1091544	NATIONAL REGISTRY EMT - PARAMEDIC INITIAL A	175.00	
08/20/2024	INVOICE	120542008693	CREDIT - SCHOOL OF EMS REFUND	(250.00)	
08/20/2024	INVOICE	1006652	FAST MART FUEL	20.00	
08/20/2024	INVOICE	14130	NLETC- 218TH BASIC TRAINING SESSION	284.00	
08/20/2024	INVOICE	111-0735234-576260	AMAZON - HOLSTER BALESTERI QM	31.02	
08/20/2024	INVOICE	8052024BHM	BHM WORLD HERALD SUBSCRIPTION	34.99	
08/20/2024	INVOICE	7.11.2024	NLETC - SUPERVISOR TRAINING MEALS	78.24	
08/20/2024	INVOICE	61	CITY OF COLUMBUS - TEST WATER METER	5.50	
08/20/2024	INVOICE	02P2957	MERRITT TRAILERS - MOTOR MOUNT 9 1/4"	99.86	
08/20/2024	INVOICE	137399	NATIONAL EMERGENCT TRAINING - TEN DAY COURSI	630.53	
08/20/2024	INVOICE	2401	BATH & BODY WORKS-HEALTH FAIR GIFT BASKET	19.10	
08/20/2024	INVOICE	4341155	MOTOPLEX - OIL CHANGE KIT	63.39	
08/20/2024	INVOICE	W104801	FLIGHT LIGHT - 10 YELLOW FRANGIBLE COUPLING	260.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	85988896	NE DEPT OF AG - WEIGHTS & MEASURES DEVICE RI	86.47	
08/20/2024	INVOICE	48546	OUTDOOR SOLAR OUTLET - SOLAR STREET LIGHT	279.95	
08/20/2024	INVOICE	113-1889995-241863	AMAZON - STRESS BALLS	278.21	
08/20/2024	INVOICE	113-8929352-162103	AMAZON - BATTERIES	45.68	
08/20/2024	INVOICE	7.25.2024	NEBRASKA NOTARY	107.00	
08/20/2024	INVOICE	6014751	OFFICE SUPPLY.COM - INDEX CARDS, PENS, CORRI	46.51	
08/20/2024	INVOICE	113-6408029-236101	AMAZON - TRASH BAGS, AA BATTERIES	70.53	
08/20/2024	INVOICE	113-2880427-357622	AMAZON - 33 GALLON FLEX DRAWSTRING	35.96	
08/20/2024	INVOICE	S240023850	PROJECT LIFESAVER - 60 DAY TRANSMITTER KIT	3,603.47	
08/20/2024	INVOICE	202022	TRITECH FORENSICS - RAPID RESPONSE KIT	485.49	
Total:				18,170.41	
Net of 74 Invoices / 0 Checks				18,170.41	
00169	FRONTIER				
08/20/2024	INVOICE	40256277850209002	NWP 7/30/24 TO 8/29/24	89.10	
08/20/2024	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	2,114.81	
08/20/2024	INVOICE	30818802060523942	E911 PHONE CHARGES 7/30/24 TO 8/29/24	89.84	
Total:				2,293.75	
Net of 3 Invoices / 0 Checks				2,293.75	
03172	GALLS LLC				
08/20/2024	INVOICE	028497886	CLASS A TIES	49.08	
08/20/2024	INVOICE	028530944	NEW HIRES	209.32	
08/20/2024	INVOICE	028477455	HANDCUFF, STRYKE PANTS -MCCARTY & LOONTJER (	314.94	
08/20/2024	INVOICE	028622695	STRIKEFAST ATH SHOE - MCCARTHY QM	106.99	
Total:				680.33	
Net of 4 Invoices / 0 Checks				680.33	
03174	GEHRING CONSTRUCTION &				
08/20/2024	INVOICE	4	STORM DRAINAGE & CONCRETE IMPROVEMENTS 2024	413,265.05	
08/20/2024	INVOICE	4	VITALITY VILLAGE SUBDIVISION & COMMUNITY BLI	43,582.50	
08/20/2024	INVOICE	78547	E 14TH AVE & SE 9TH STREET	1,160.25	
08/20/2024	INVOICE	78360	1/4" BRONZE GROOVER FRESNO	10.73	
08/20/2024	INVOICE	78478	3RD STREET & 21ST AVE	294.13	
08/20/2024	INVOICE	78386	NOMAFLEX EXPANSION	113.00	
08/20/2024	INVOICE	78404	18TH STREET & 39TH AVE	220.63	
Total:				458,646.29	
Net of 7 Invoices / 0 Checks				458,646.29	
03178	GERHOLD CONCRETE COMPANY				
08/20/2024	INVOICE	473138	19TH ST AND 38TH AVE	455.45	
08/20/2024	INVOICE	472420	19TH STREET AND 39TH AVE	280.28	
08/20/2024	INVOICE	473563	19TH ST AND 39TH AVE	350.36	
Total:				1,086.09	
Net of 3 Invoices / 0 Checks				1,086.09	
03229	GINGER MOON & ASSOCIATES				
08/20/2024	INVOICE	00840	BOND FOR CITY CLERK	100.00	
Total:				100.00	
Net of 1 Invoices / 0 Checks				100.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10401 08/20/2024	GOLFNOW INVOICE	INV00094134	WEBSITE/EMAIL HOSTING	191.22	
			Total:	191.22	
			Net of 1 Invoices / 0 Checks	191.22	
02594 08/20/2024	GREAT PLAINS BUILDING SUPPLY INVOICE	2408-530144	6 - 2X6-16 SPF	94.80	
			Total:	94.80	
			Net of 1 Invoices / 0 Checks	94.80	
02075 08/20/2024	GREAT PLAINS COMMUNICATIONS INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 8/16 - 9/15	1,407.52	
			Total:	1,407.52	
			Net of 1 Invoices / 0 Checks	1,407.52	
11192 08/20/2024	GREGG YOUNG CHEVROLET GMC OF COLUMB INVOICE	14633	OIL CHANGE - 2022 CHEVY SILVERADO VIN #2441	118.31	
			Total:	118.31	
			Net of 1 Invoices / 0 Checks	118.31	
02819 08/20/2024	GROSCH IRRIGATION CO INC. INVOICE	17872	CHECK VALVE PROBLEMS ON PUMPS	3,287.29	
			Total:	3,287.29	
			Net of 1 Invoices / 0 Checks	3,287.29	
03182 08/20/2024	HACH COMPANY INVOICE	14135655	RYTON SALT BRIDGE	534.10	
08/20/2024	INVOICE	14140379	AMMONIA TNT+	347.16	
08/20/2024	INVOICE	14138223	AMMONIA TNT+	277.57	
			Total:	1,158.83	
			Net of 3 Invoices / 0 Checks	1,158.83	
03183 08/20/2024	HADLEY-BRAITHWAIT COMPANY INVOICE	232123	MULTIFOLD TOWELS	47.95	
08/20/2024	INVOICE	232111	CENTER PULL PAPER TOWELS	49.95	
08/20/2024	INVOICE	232122	CONCESSIONS - PLUNGE	117.80	
08/20/2024	INVOICE	232058	CONCESSIONS - PLUNGE	65.85	
08/20/2024	INVOICE	231697	CASE MULTIFOLD TOWELS	47.95	
08/20/2024	INVOICE	232102	CONCESSIONS - PLUNGE	127.00	
08/20/2024	INVOICE	231370	CASE TOWELS	60.85	
08/20/2024	INVOICE	232134	CENTER PULL TOWELS	49.95	
			Total:	567.30	
			Net of 8 Invoices / 0 Checks	567.30	
00272 08/20/2024	HAWKINS INC INVOICE	6820912	CHEMICALS	3,235.29	
08/20/2024	INVOICE	6827072	CHEMICALS	3,236.36	
			Total:	6,471.65	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	6,471.65	
10271	HD SUPPLY				
08/20/2024	INVOICE	819749672	MULTI-FOLD TOWELS	54.24	
08/20/2024	INVOICE	819501909	LIQUID DETERGENT	138.63	
			Total:	192.87	
			Net of 2 Invoices / 0 Checks	192.87	
03185	HDR ENGINEERING INC				
08/20/2024	INVOICE	1200640977	DESIGN & CONSTRUCTION LOST CREEK PRKWY WATEI	1,176.69	
			Total:	1,176.69	
			Net of 1 Invoices / 0 Checks	1,176.69	
01424	HEARTLAND NATURAL GAS LLC				
08/20/2024	INVOICE	139141	NATURAL GAS	10.29	
08/20/2024	INVOICE	139144	NATURAL GAS	20.95	
08/20/2024	INVOICE	139151	NATURAL GAS	1.05	
08/20/2024	INVOICE	139143	NATURAL GAS	4.99	
08/20/2024	INVOICE	139150	NATURAL GAS	8.20	
08/20/2024	INVOICE	139149	NATURAL GAS	4.25	
08/20/2024	INVOICE	139148	NATURAL GAS	2.16	
08/20/2024	INVOICE	139147	NATURAL GAS	4.99	
08/20/2024	INVOICE	139145	NATURAL GAS	0.37	
08/20/2024	INVOICE	139142	NATURAL GAS	208.56	
08/20/2024	INVOICE	139155	NATURAL GAS	6.04	
08/20/2024	INVOICE	139154	NATURAL GAS	1.05	
08/20/2024	INVOICE	139152	NATURAL GAS	26.99	
08/20/2024	INVOICE	139153	NATURAL GAS	1,452.46	
			Total:	1,752.35	
			Net of 14 Invoices / 0 Checks	1,752.35	
10975	HEARTLAND OFFICE CLEANERS				
08/20/2024	INVOICE	22661	AUGUST CLEANING SERVICE	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
01724	HOBBY LOBBY				
08/20/2024	INVOICE	132634477	CRAFTS, JEWELRY MAKING	78.46	
08/20/2024	INVOICE	132726523	JEWELRY MAKING, WEARABLE ART	22.06	
08/20/2024	INVOICE	132509466	ART - CREATIVE DISTRICT	59.90	
			Total:	160.42	
			Net of 3 Invoices / 0 Checks	160.42	
00403	HOWERTER MD MARK S				
08/20/2024	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
08/20/2024	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	655.00	
			Total:	1,271.00	
			Net of 2 Invoices / 0 Checks	1,271.00	
00415	HR DIRECT				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	INV16189572	POSTER GUARD 1 YEAR STATE/FED/LOCAL RENEWAL.	94.99	
			Total:	94.99	
			Net of 1 Invoices / 0 Checks	94.99	
02951 08/20/2024	HTR INC./KLUTE TRUCK EQUIP INVOICE	46145	4500 MOTOR MT	125.85	
			Total:	125.85	
			Net of 1 Invoices / 0 Checks	125.85	
03192 08/20/2024	HY-VEE INC INVOICE	5895204727	WHIPPED CREAM, PIE PANS - POLICE & FIRE CHA:	10.55	
08/20/2024	INVOICE	5894381402	WATER	125.58	
08/20/2024	INVOICE	5894645921	KELLOGGS MEGA PK - BUDGET MEETING	13.99	
			Total:	150.12	
			Net of 3 Invoices / 0 Checks	150.12	
02554 08/20/2024	INTERSTATE BATTERY SYSTEM INVOICE	360003304	BATTERIES	306.90	
			Total:	306.90	
			Net of 1 Invoices / 0 Checks	306.90	
03199 08/20/2024	JACKSON SERVICES INC INVOICE	5365718	UNIFORMS	95.14	
08/20/2024	INVOICE	5364950	UNIFORMS	237.41	
08/20/2024	INVOICE	5362122	TEA TOWEL, BAR MOP	30.89	
08/20/2024	INVOICE	5362102	UNIFORMS	75.83	
08/20/2024	INVOICE	5362101	UNIFORMS	25.87	
08/20/2024	INVOICE	5361309	MATS, ROLLER TOWEL, UNIFORMS	120.13	
08/20/2024	INVOICE	5359593	MOPS, MAT, POLISH TOWELS	56.69	
08/20/2024	INVOICE	5359592	UNIFORMS	26.88	
08/20/2024	INVOICE	5359591	MATS, BAR TOWELS, SHOP TOWELS ORANGE	35.59	
08/20/2024	INVOICE	5359590	UNIFORMS	96.22	
08/20/2024	INVOICE	5359582	UNIFORMS	139.79	
08/20/2024	INVOICE	5359581	MATS, SHOP TOWELS ORANGE, UNIFORMS	288.31	
08/20/2024	INVOICE	5364011	UNIFORMS	26.87	
08/20/2024	INVOICE	5364010	MAT	3.07	
08/20/2024	INVOICE	5364009	UNIFORMS	96.21	
08/20/2024	INVOICE	5364001	UNIFORMS	139.78	
08/20/2024	INVOICE	5362098	BAR MOPS, MICROFIBER TOWELS, APRONS	54.45	
08/20/2024	INVOICE	5357695	UNIFORMS	75.84	
08/20/2024	INVOICE	5357694	UNIFORMS	25.88	
08/20/2024	INVOICE	5357686	MATS	65.41	
08/20/2024	INVOICE	5356997	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	139.68	
			Total:	1,855.94	
			Net of 21 Invoices / 0 Checks	1,855.94	
00532 08/20/2024	JEO CONSULTING GROUP INC INVOICE	152975	STORM WATER TREATMENT FACILITY BANK STUDY 2/	4,897.50	
			Total:	4,897.50	
			Net of 1 Invoices / 0 Checks	4,897.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03202	KELLY SUPPLY COMPANY				
08/20/2024	INVOICE	S12296687-0	PADLOCKS	361.62	
08/20/2024	INVOICE	S12297374-0	COUP PVC, TEE, COUP SXS, PLASTICE PIPE	145.25	
08/20/2024	INVOICE	S12295895-1	VACUUM BREAKER, BRAIDED VINYL TUBING, CLEAR	133.60	
08/20/2024	INVOICE	S12297137-0	ANTI-SIEZE LUBRICANT	22.83	
08/20/2024	INVOICE	S12294764-1	TEST COCK	109.38	
08/20/2024	INVOICE	S12297247-0	2-1/2 PVC COUP SXS	28.38	
08/20/2024	INVOICE	S12297374-1	PVC-40 COMP COUP	140.06	
			Total:	941.12	
			Net of 7 Invoices / 0 Checks	941.12	
03206	KOCH EXCAVATING CO INC				
08/20/2024	INVOICE	35992	TOP DIRT, 1" CLEAN	537.31	
			Total:	537.31	
			Net of 1 Invoices / 0 Checks	537.31	
10247	LABORDE, ADAM				
08/20/2024	INVOICE	GISLAB-0005	GIS SUPPORT SERVICES	7,200.00	
			Total:	7,200.00	
			Net of 1 Invoices / 0 Checks	7,200.00	
00012	LAKEVIEW SMALL ENGINE INC				
08/20/2024	INVOICE	054688	ROD PUSH	19.00	
			Total:	19.00	
			Net of 1 Invoices / 0 Checks	19.00	
02236	LANGUAGE LINE SERVICES INC				
08/20/2024	INVOICE	11364252	OVER THE PHONE INTERPRETATION	127.99	
08/20/2024	INVOICE	11353791	OVER THE PHONE INTERPRETATION	128.58	
			Total:	256.57	
			Net of 2 Invoices / 0 Checks	256.57	
02596	LAWSON PRODUCTS				
08/20/2024	INVOICE	9311750618	HEX NUT, CAP SCREW, SELF DRILL SCREW, HEAT :	38.85	
			Total:	38.85	
			Net of 1 Invoices / 0 Checks	38.85	
00103	LINCOLN JOURNAL STAR				
08/20/2024	INVOICE	118-60003415	MINUTES, ORDINANCES, LIQUOR LICENSE, MEETIN	1,272.42	
			Total:	1,272.42	
			Net of 1 Invoices / 0 Checks	1,272.42	
00822	LINCOLN WINWATER WORKS				
08/20/2024	INVOICE	10383202	STATIONARY ROD, CURB BOX	1,197.46	
			Total:	1,197.46	
			Net of 1 Invoices / 0 Checks	1,197.46	
03214	LOUP POWER DISTRICT				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	169014 AUG 24	ELECTRICITY	2,574.00	
08/20/2024	INVOICE	169049 AUG 24	ELECTRICITY	613.96	
08/20/2024	INVOICE	169004 AUG 24	ELECTRICITY	1,326.24	
08/20/2024	INVOICE	169005 AUG 24	ELECTRICITY	34.68	
08/20/2024	INVOICE	169009 AUG 24	ELECTRICITY	34.10	
08/20/2024	INVOICE	169016 AUG 24	ELECTRICITY	414.72	
08/20/2024	INVOICE	169017 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	169018 AUG 24	ELECTRICITY	3.08	
08/20/2024	INVOICE	169019 AUG 24	ELECTRICITY	128.89	
08/20/2024	INVOICE	169020 AUG 24	ELECTRICITY	5.86	
08/20/2024	INVOICE	169022 AUG 24	ELECTRICITY	25.61	
08/20/2024	INVOICE	169023 AUG 24	ELECTRICITY	367.03	
08/20/2024	INVOICE	169024 AUG 24	ELECTRICITY	60.16	
08/20/2024	INVOICE	169026 AUG 24	ELECTRICITY	108.00	
08/20/2024	INVOICE	169027 AUG 24	ELECTRICITY	12.91	
08/20/2024	INVOICE	169028 AUG 24	ELECTRICITY	647.03	
08/20/2024	INVOICE	169029 AUG 24	ELECTRICITY	1,774.61	
08/20/2024	INVOICE	169030 AUG 24	ELECTRICITY	259.42	
08/20/2024	INVOICE	169031 AUG 24	ELECTRICITY	80.99	
08/20/2024	INVOICE	169033 AUG 24	ELECTRICITY	35.79	
08/20/2024	INVOICE	169036 AUG 24	ELECTRICITY	205.52	
08/20/2024	INVOICE	169038 AUG 24	ELECTRICITY	2,107.84	
08/20/2024	INVOICE	169039 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	169041 AUG 24	ELECTRICITY	39.95	
08/20/2024	INVOICE	169043 AUG 24	ELECTRICITY	38.48	
08/20/2024	INVOICE	169044 AUG 24	ELECTRICITY	44.48	
08/20/2024	INVOICE	169045 AUG 24	ELECTRICITY	41.66	
08/20/2024	INVOICE	169048 AUG 24	ELECTRICITY	35.78	
08/20/2024	INVOICE	169050 AUG 24	ELECTRICITY	177.38	
08/20/2024	INVOICE	169051 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	169053 AUG 24	ELECTRICITY	42.81	
08/20/2024	INVOICE	169055 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	169056 AUG 24	ELECTRICITY	41.91	
08/20/2024	INVOICE	169057 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	169058 AUG 24	ELECTRICITY	38.84	
08/20/2024	INVOICE	169061 AUG 24	ELECTRICITY	34.07	
08/20/2024	INVOICE	169062 AUG 24	ELECTRICITY	170.75	
08/20/2024	INVOICE	169064 AUG 24	ELECTRICITY	52.93	
08/20/2024	INVOICE	169065 AUG 24	ELECTRICITY	673.92	
08/20/2024	INVOICE	169066 AUG 24	ELECTRICITY	44.60	
08/20/2024	INVOICE	169069 AUG 24	ELECTRICITY	92.99	
08/20/2024	INVOICE	169072 AUG 24	ELECTRICITY	250.00	
08/20/2024	INVOICE	169073 AUG 24	ELECTRICITY	40.19	
08/20/2024	INVOICE	169074 AUG 24	ELECTRICITY	30.88	
08/20/2024	INVOICE	169077 AUG 24	ELECTRICITY	25.25	
08/20/2024	INVOICE	169080 AUG 24	ELECTRICITY	173.66	
08/20/2024	INVOICE	169081 AUG 24	ELECTRICITY	37.99	
08/20/2024	INVOICE	169082 AUG 24	ELECTRICITY	128.27	
08/20/2024	INVOICE	169083 AUG 24	ELECTRICITY	2,537.68	
08/20/2024	INVOICE	169084 AUG 24	ELECTRICITY	3,412.74	
08/20/2024	INVOICE	169085 AUG 24	ELECTRICITY	3,128.34	
08/20/2024	INVOICE	169086 AUG 24	ELECTRICITY	1,684.49	
08/20/2024	INVOICE	169087 AUG 24	ELECTRICITY	853.18	
08/20/2024	INVOICE	169089 AUG 24	ELECTRICITY	35.05	
08/20/2024	INVOICE	169090 AUG 24	ELECTRICITY	37.37	
08/20/2024	INVOICE	169091 AUG 24	ELECTRICITY	59.80	
08/20/2024	INVOICE	169092 AUG 24	ELECTRICITY	259.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	169093 AUG 24	ELECTRICITY	65.14	
08/20/2024	INVOICE	169094 AUG 24	ELECTRICITY	52.75	
08/20/2024	INVOICE	169096 AUG 24	ELECTRICITY	695.55	
08/20/2024	INVOICE	169097 AUG 24	ELECTRICITY	30.27	
08/20/2024	INVOICE	169098 AUG 24	ELECTRICITY	28.45	
08/20/2024	INVOICE	169099 AUG 24	ELECTRICITY	19.17	
08/20/2024	INVOICE	169107 AUG 24	ELECTRICITY	44.59	
08/20/2024	INVOICE	169112 AUG 24	ELECTRICITY	157.67	
08/20/2024	INVOICE	169116 AUG 24	ELECTRICITY	56.45	
08/20/2024	INVOICE	169118 AUG 24	ELECTRICITY	47.30	
08/20/2024	INVOICE	169120 AUG 24	ELECTRICITY	3,697.92	
08/20/2024	INVOICE	169121 AUG 24	ELECTRICITY	6,588.00	
08/20/2024	INVOICE	169122 AUG 24	ELECTRICITY	4,594.32	
08/20/2024	INVOICE	169123 AUG 24	ELECTRICITY	49.99	
08/20/2024	INVOICE	169124 AUG 24	ELECTRICITY	62.00	
08/20/2024	INVOICE	169125 AUG 24	ELECTRICITY	51.71	
08/20/2024	INVOICE	169126 AUG 24	ELECTRICITY	92.62	
08/20/2024	INVOICE	169127 AUG 24	ELECTRICITY	52.69	
08/20/2024	INVOICE	169130 AUG 24	ELECTRICITY	38.73	
08/20/2024	INVOICE	169131 AUG 24	ELECTRICITY	4.15	
08/20/2024	INVOICE	169132 AUG 24	ELECTRICITY	63.22	
08/20/2024	INVOICE	169133 AUG 24	ELECTRICITY	7,983.36	
08/20/2024	INVOICE	169135 AUG 24	ELECTRICITY	2,621.00	
08/20/2024	INVOICE	169136 AUG 24	ELECTRICITY	61.26	
08/20/2024	INVOICE	169137 AUG 24	ELECTRICITY	83.80	
08/20/2024	INVOICE	169138 AUG 24	ELECTRICITY	72.16	
08/20/2024	INVOICE	400001 AUG 24	ELECTRICITY	882.88	
08/20/2024	INVOICE	400002 AUG 24	ELECTRICITY	1,386.72	
08/20/2024	INVOICE	400003 AUG 24	ELECTRICITY	623.56	
08/20/2024	INVOICE	400004 AUG 24	ELECTRICITY	1,076.10	
08/20/2024	INVOICE	400005 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	400006 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	400008 AUG 24	ELECTRICITY	25.49	
08/20/2024	INVOICE	400009 AUG 24	ELECTRICITY	52.20	
08/20/2024	INVOICE	400010 AUG 24	ELECTRICITY	68.37	
08/20/2024	INVOICE	400011 AUG 24	ELECTRICITY	29.53	
08/20/2024	INVOICE	400012 AUG 24	ELECTRICITY	31.49	
08/20/2024	INVOICE	400013 AUG 24	ELECTRICITY	36.88	
08/20/2024	INVOICE	400015 AUG 24	ELECTRICITY	540.75	
08/20/2024	INVOICE	400016 AUG 24	ELECTRICITY	70.09	
08/20/2024	INVOICE	400017 AUG 24	ELECTRICITY	48.89	
08/20/2024	INVOICE	400018 AUG 24	ELECTRICITY	47.79	
08/20/2024	INVOICE	400019 AUG 24	ELECTRICITY	132.98	
08/20/2024	INVOICE	400020 AUG 24	ELECTRICITY	492.48	
08/20/2024	INVOICE	400023 AUG 24	ELECTRICITY	344.52	
08/20/2024	INVOICE	400024 AUG 24	ELECTRICITY	26.72	
08/20/2024	INVOICE	400025 AUG 24	ELECTRICITY	59.55	
08/20/2024	INVOICE	400026 AUG 24	ELECTRICITY	39.70	
08/20/2024	INVOICE	400028 AUG 24	ELECTRICITY	105.96	
08/20/2024	INVOICE	400029 AUG 24	ELECTRICITY	117.37	
08/20/2024	INVOICE	400030 AUG 24	ELECTRICITY	33.94	
08/20/2024	INVOICE	400031 AUG 24	ELECTRICITY	100.22	
08/20/2024	INVOICE	400032 AUG 24	ELECTRICITY	86.27	
08/20/2024	INVOICE	400033 AUG 24	ELECTRICITY	110.05	
08/20/2024	INVOICE	400034 AUG 24	ELECTRICITY	25.49	
08/20/2024	INVOICE	400036 AUG 24	ELECTRICITY	2,895.47	
08/20/2024	INVOICE	400037 AUG 24	ELECTRICITY	43.62	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	400039 AUG 24	ELECTRICITY	67.25	
08/20/2024	INVOICE	400040 AUG 24	ELECTRICITY	27,941.13	
08/20/2024	INVOICE	400041 AUG 24	ELECTRICITY	343.91	
08/20/2024	INVOICE	400042 AUG 24	ELECTRICITY	32.23	
08/20/2024	INVOICE	400044 AUG 24	ELECTRICITY	40.12	
08/20/2024	INVOICE	400046 AUG 24	ELECTRICITY	26.38	
08/20/2024	INVOICE	400047 AUG 24	ELECTRICITY	295.34	
08/20/2024	INVOICE	400048 AUG 24	ELECTRICITY	392.58	
08/20/2024	INVOICE	400049 AUG 24	ELECTRICITY	371.20	
08/20/2024	INVOICE	400051 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	400052 AUG 24	ELECTRICITY	70.82	
08/20/2024	INVOICE	400055 AUG 24	ELECTRICITY	25.00	
08/20/2024	INVOICE	400057 AUG 24	ELECTRICITY	85.28	
08/20/2024	INVOICE	400059 AUG 24	ELECTRICITY	218.61	
08/20/2024	INVOICE	400060 AUG 24	ELECTRICITY	15,859.20	
08/20/2024	INVOICE	400061 AUG 24	ELECTRICITY	38.48	
08/20/2024	INVOICE	400062 AUG 24	ELECTRICITY	40.80	
08/20/2024	INVOICE	400063 AUG 24	ELECTRICITY	41.91	
08/20/2024	INVOICE	400065 AUG 24	ELECTRICITY	7,190.98	
08/20/2024	INVOICE	400068 AUG 24	ELECTRICITY	67.75	
08/20/2024	INVOICE	400069 AUG 24	ELECTRICITY	38.11	
08/20/2024	INVOICE	400070 AUG 24	ELECTRICITY	10,675.80	
08/20/2024	INVOICE	400071 AUG 24	ELECTRICITY	41.66	
08/20/2024	INVOICE	400072 AUG 24	ELECTRICITY	49.50	
08/20/2024	INVOICE	400073 AUG 24	ELECTRICITY	38.48	
08/20/2024	INVOICE	400075 AUG 24	ELECTRICITY	38.60	
08/20/2024	INVOICE	400076 AUG 24	ELECTRICITY	34.92	
08/20/2024	INVOICE	400077 AUG 24	ELECTRICITY	28.31	
08/20/2024	INVOICE	400079 AUG 24	ELECTRICITY	207.88	
08/20/2024	INVOICE	400081 AUG 24	ELECTRICITY	67.39	
08/20/2024	INVOICE	400083 AUG 24	ELECTRICITY	53.91	
08/20/2024	INVOICE	400084 AUG 24	ELECTRICITY	40.31	
08/20/2024	INVOICE	400085 AUG 24	ELECTRICITY	30.15	
08/20/2024	INVOICE	400088 AUG 24	ELECTRICITY	36.01	
08/20/2024	INVOICE	400089 AUG 24	ELECTRICITY	71.80	
08/20/2024	INVOICE	400090 AUG 27	ELECTRICITY	68.62	
08/20/2024	INVOICE	400091 AUG 24	ELECTRICITY	162.60	
08/20/2024	INVOICE	400092 AUG 24	ELECTRICITY	29.66	
08/20/2024	INVOICE	400093 AUG 24	ELECTRICITY	40.93	
08/20/2024	INVOICE	400094 AUG 24	ELECTRICITY	139.43	
08/20/2024	INVOICE	400095 AUG 24	ELECTRICITY	102.18	
08/20/2024	INVOICE	400096 AUG 24	ELECTRICITY	1,576.80	
08/20/2024	INVOICE	400097 AUG 24	ELECTRICITY	137.91	
08/20/2024	INVOICE	400098 AUG 24	ELECTRICITY	544.32	
08/20/2024	INVOICE	400099 AUG 24	ELECTRICITY	427.68	
08/20/2024	INVOICE	400100 AUG 24	ELECTRICITY	47.55	
08/20/2024	INVOICE	400101 AUG 24	ELECTRICITY	84.54	
Total:				130,098.45	
Net of 161 Invoices / 0 Checks				130,098.45	
03215	M & O DOOR PRODUCTS LLC				
08/20/2024	INVOICE	IN106403	PICK UP 5 KEYS	29.15	
Total:				29.15	
Net of 1 Invoices / 0 Checks				29.15	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02806 08/20/2024	MACQUEEN EQUIPMENT INVOICE	<a href="#">P13384</a>	AIR SPRING	234.07	
Total:				234.07	
Net of 1 Invoices / 0 Checks				234.07	
03212 08/20/2024	MATHESON-LINWELD INVOICE	<a href="#">0030130839</a>	14" ALUMINUM ARBOR, 14" STEEL ARBOR	282.44	
08/20/2024	INVOICE	<a href="#">0030109511</a>	MEDICAL OXYGEN	162.38	
Total:				444.82	
Net of 2 Invoices / 0 Checks				444.82	
01362 08/20/2024	MCCROMETER INC INVOICE	<a href="#">602753</a>	BRG A LG SS304 SEAL W/SHRT AFT	440.65	
Total:				440.65	
Net of 1 Invoices / 0 Checks				440.65	
01907 08/20/2024	MELLEN & ASSOCIATES INC INVOICE	<a href="#">036536</a>	12" PEC PLUG VALVE	4,543.82	
Total:				4,543.82	
Net of 1 Invoices / 0 Checks				4,543.82	
03220 08/20/2024	MENARDS INVOICE	<a href="#">11695</a>	ELEC TAPE, WIRE STPR, SCREWDRUVER, STORAGE (	34.34	
08/20/2024	INVOICE	<a href="#">11227</a>	FOUNDATIONS 1H LAV, CHISEL, BRASS ADAPT, BR	92.18	
08/20/2024	INVOICE	<a href="#">11203</a>	INT PAINT, ROLLER FRAME, PAD EDGER	76.61	
08/20/2024	INVOICE	<a href="#">10861</a>	WATER, 20A/125V HEAVY DUTY CNCTR	28.71	
08/20/2024	INVOICE	<a href="#">10859</a>	5 GAL MENARDS PAIL, GAMMA SEAL LID	11.16	
08/20/2024	INVOICE	<a href="#">10851</a>	ADHESIVE, 120V HOIST, WEDGE ANCHOR, BLOW OF	204.63	
08/20/2024	INVOICE	<a href="#">10847</a>	FLOOR SCRUB, HOLLOW WALL ANCHOR	19.35	
08/20/2024	INVOICE	<a href="#">10728</a>	RED WP BUTT SPLICE, TERMINAL/CRIMP TOOL KIT	39.98	
08/20/2024	INVOICE	<a href="#">10778</a>	MASKING BULK, WTR PROOF CONNECTOR	23.12	
08/20/2024	INVOICE	<a href="#">10922</a>	3/4X2X4 RTD SHTG, TAPCON SD 8PK	17.97	
08/20/2024	INVOICE	<a href="#">11352</a>	50:1 FUEL PREMIX 110 OZ	143.82	
08/20/2024	INVOICE	<a href="#">11360</a>	BOOSTX 1750A JUMP STARTER	174.95	
08/20/2024	INVOICE	<a href="#">11293</a>	TEXTURED 2X4, RP MULTI-PURPOSE REPAIR	123.05	
08/20/2024	INVOICE	<a href="#">11315</a>	HI DEN POLY RC, DROP CLOTH, INTERIOR PAINT	57.32	
08/20/2024	INVOICE	<a href="#">11242</a>	LOC TITEFOAM, TOOLBOX, 6000 BTU ELECTRONIC	238.71	
Total:				1,285.90	
Net of 15 Invoices / 0 Checks				1,285.90	
03222 08/20/2024	MID-AMERICAN RESEARCH INVOICE	<a href="#">0825159-IN</a>	LINER	316.00	
Total:				316.00	
Net of 1 Invoices / 0 Checks				316.00	
00717 08/20/2024	MIDWEST DIESEL INC INVOICE	<a href="#">99637</a>	INSPECT PUMP, NEW INJECTORS	1,042.02	
Total:				1,042.02	
Net of 1 Invoices / 0 Checks				1,042.02	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03224 08/20/2024	MIDWEST LABORATORIES INC INVOICE	1195813	TESTING & SUPPLIES	151.17	
			Total:	151.17	
			Net of 1 Invoices / 0 Checks	151.17	
03226 08/20/2024	MIDWEST SERVICE & SALES CO INVOICE	0035863	SQUARE TUBE UNISTRUT POSTS	6,662.50	
			Total:	6,662.50	
			Net of 1 Invoices / 0 Checks	6,662.50	
00487 08/20/2024	MIDWEST TAPE LLC INVOICE	505853859	DIGITAL AUDIOBOOK, BINGE PASS, COMICS, EBOOI	1,030.88	
08/20/2024	INVOICE	3.04.2024	CREDIT - INSTANT ADVANCE 3/04/2024	(10.78)	
08/20/2024	INVOICE	505850618	DVDS	73.46	
08/20/2024	INVOICE	505877383	DVD	38.24	
			Total:	1,131.80	
			Net of 4 Invoices / 0 Checks	1,131.80	
03227 08/20/2024	MIDWEST TURF & IRRIGATION INVOICE	3937062-00	BDY RSRLESS, CONV, ASSY VIH ELEC, DRYCONN	4,920.40	
			Total:	4,920.40	
			Net of 1 Invoices / 0 Checks	4,920.40	
00463 08/20/2024	MIKE'S TOWING INVOICE	40292	TOWING	150.00	
08/20/2024	INVOICE	40291	TOWING	150.00	
08/20/2024	INVOICE	40295	TOWING	150.00	
08/20/2024	INVOICE	40299	TOWING	150.00	
08/20/2024	INVOICE	40297	TOWING	150.00	
08/20/2024	INVOICE	39086	TOWING	150.00	
08/20/2024	INVOICE	40305	TOWING	150.00	
08/20/2024	INVOICE	40307	TOWING	150.00	
08/20/2024	INVOICE	40314	TOWING	700.00	
08/20/2024	INVOICE	40315	TOWING	150.00	
			Total:	2,050.00	
			Net of 10 Invoices / 0 Checks	2,050.00	
10752 08/20/2024	MOMS & MOPS INVOICE	8.09.2024	CLEANING CENTRAL MAINTENANCE	470.00	
			Total:	470.00	
			Net of 1 Invoices / 0 Checks	470.00	
03230 08/20/2024	MOTION INDUSTRIES INC INVOICE	NE07-00513124	LENS WIPES	4.99	
			Total:	4.99	
			Net of 1 Invoices / 0 Checks	4.99	
10832 08/20/2024	MR GOLF CAR INC INVOICE	42957	RENTAL/TOURNAMENT CARS	2,904.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,904.00	
			Net of 1 Invoices / 0 Checks	2,904.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
08/20/2024	INVOICE	748977	BATTERY	156.38	
08/20/2024	INVOICE	749398	OIL DRY	27.87	
			Total:	184.25	
			Net of 2 Invoices / 0 Checks	184.25	
10709	NDEE				
08/20/2024	INVOICE	PWO 11596	WATER OPERATOR LICENSE - THOMAS KAPELS	115.00	
08/20/2024	INVOICE	BU84W32256.475200	TEST FEE - THOMAS KAPELS	50.00	
			Total:	165.00	
			Net of 2 Invoices / 0 Checks	165.00	
00315	NEBRASKA STATE VOLUNTEER				
08/20/2024	INVOICE	8322	18 - MEMBERS, NEWSPAPER	471.00	
			Total:	471.00	
			Net of 1 Invoices / 0 Checks	471.00	
00600	NEBRASKA-IOWA INDUSTRIAL				
08/20/2024	INVOICE	6301621	CLEANING CLOTHS, HORNET KILLER	82.71	
			Total:	82.71	
			Net of 1 Invoices / 0 Checks	82.71	
03245	NORTHEAST NEBRASKA SOLID				
08/20/2024	INVOICE	7312024	LANDFILL CHARGES	75,919.87	
			Total:	75,919.87	
			Net of 1 Invoices / 0 Checks	75,919.87	
00350	NOSWETT FENCING INC				
08/20/2024	INVOICE	15563	INSTALL CHAIN LINK & CABLE FENCE	30,251.00	
			Total:	30,251.00	
			Net of 1 Invoices / 0 Checks	30,251.00	
03249	OCCUPATIONAL HEALTH SERV				
08/20/2024	INVOICE	77890	DRUG SCREENS	951.00	
08/20/2024	INVOICE	78030	PHYSICAL EXAMINATION & TDAP IMMUNIZATION - 1	149.00	
			Total:	1,100.00	
			Net of 2 Invoices / 0 Checks	1,100.00	
02852	OLSON'S PEST TECHNICIANS				
08/20/2024	INVOICE	367722	PEST CONTROL	85.00	
08/20/2024	INVOICE	367723	PEST CONTROL	55.00	
08/20/2024	INVOICE	367724	PEST CONTROL	90.00	
08/20/2024	INVOICE	367725	PEST CONTROL	60.00	
08/20/2024	INVOICE	367726	PEST CONTROL	55.00	
08/20/2024	INVOICE	369306	PEST CONTROL	75.00	
08/20/2024	INVOICE	369304	PEST CONTROL	63.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	369305	PEST CONTROL	75.00	
			Total:	558.00	
			Net of 8 Invoices / 0 Checks	558.00	
01451 08/20/2024	ONE CALL CONCEPTS INC INVOICE	4070127	LOCATE FEES	386.22	
			Total:	386.22	
			Net of 1 Invoices / 0 Checks	386.22	
01307 08/20/2024	ONE SOURCE INVOICE	2022159567	BACKGROUND CHECKS	68.00	
			Total:	68.00	
			Net of 1 Invoices / 0 Checks	68.00	
00176 08/20/2024	O'REILLY AUTOMOTIVE INC INVOICE	0681-293025	BATTERY	146.50	
08/20/2024	INVOICE	0681-293146	MARKER LIGHT	4.07	
08/20/2024	INVOICE	0681-294321	HI-PWR BELT	45.77	
08/20/2024	INVOICE	0681-294434	PWR RTD BELT	20.78	
08/20/2024	INVOICE	0681-294274	SWITCH RED, SOLDER	32.36	
08/20/2024	INVOICE	0681-292871	ADD A CIRCUIT	50.94	
			Total:	300.42	
			Net of 6 Invoices / 0 Checks	300.42	
10411 08/20/2024	PAPER TIGER SHREDDING INVOICE	202895	64 GALLON CONTAINER	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	
11190 08/20/2024	PBC GURU INVOICE	INV-503819	LIBRARY SPEAKERS CONSORTIUM MEMBERSHIP 8/1/:	3,500.00	
			Total:	3,500.00	
			Net of 1 Invoices / 0 Checks	3,500.00	
03258 08/20/2024	PETTY CASH INVOICE	S-651	MATTING FOR OPEN MEETINGS ACT POSTER	12.83	
08/20/2024	INVOICE	1688	LAMINATING	11.98	
			Total:	24.81	
			Net of 2 Invoices / 0 Checks	24.81	
10934 08/20/2024	PFLUM BRENDA INVOICE	7.23.2024	HALF PRICE BOOKS - BOOKCHAIRS	39.96	
			Total:	39.96	
			Net of 1 Invoices / 0 Checks	39.96	
00155 08/20/2024	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	4,062.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,062.00	
			Net of 1 Invoices / 0 Checks	4,062.00	
10445	PORT-A-JOHNS				
08/20/2024	INVOICE	24-3553	RESTROOM RENTAL - QUAIL RUN, VANBURG, CEMETI	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
10294	QUICK MED CLAIMS				
08/20/2024	INVOICE	INV37588	CLAIMS	5,795.50	
			Total:	5,795.50	
			Net of 1 Invoices / 0 Checks	5,795.50	
03264	REARDON LAWN & GARDEN INC				
08/20/2024	INVOICE	11713	TRIMMER	399.99	
08/20/2024	INVOICE	11843	CLUTCH SBRAKE	373.17	
08/20/2024	INVOICE	11723	CABLE ASSY - PIGTAIL	16.99	
08/20/2024	INVOICE	11754	FILLER CAP, COVER, SPARK PLUG, PULL ROPE	86.03	
			Total:	876.18	
			Net of 4 Invoices / 0 Checks	876.18	
11191	RED DOOR DESIGNS				
08/20/2024	INVOICE	281	DONOR WALL	5,000.00	
			Total:	5,000.00	
			Net of 1 Invoices / 0 Checks	5,000.00	
01266	RR DONNELLEY				
08/20/2024	INVOICE	952243330	GUN CERTIFICATES	122.33	
			Total:	122.33	
			Net of 1 Invoices / 0 Checks	122.33	
10643	RUTT'S HEATING & A/C INC				
08/20/2024	INVOICE	12822	2 INNER DOOR GASKETS - WATER HEATER	16.98	
			Total:	16.98	
			Net of 1 Invoices / 0 Checks	16.98	
01596	RVW INC				
08/20/2024	INVOICE	15020	2024 FIBER PROJECT ASSISTANCE	15,153.78	
08/20/2024	INVOICE	15019	PLATTE COUNTY TOWER FIBER PROJECT	2,756.10	
			Total:	17,909.88	
			Net of 2 Invoices / 0 Checks	17,909.88	
10793	SAND CREEK CONSTRUCTION COMPANY				
08/20/2024	INVOICE	232	GERRARD PARK TENNIS & PICKLEBALL COURT RENO'	89,597.94	
			Total:	89,597.94	
			Net of 1 Invoices / 0 Checks	89,597.94	
03270	SAPP BROS COLUMBUS INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	IN4487276	FUEL	3,976.00	
08/20/2024	INVOICE	IN4488126	DIESEL EXHAUST FLUID	234.50	
08/20/2024	INVOICE	IN4494400	FUEL	2,193.83	
08/20/2024	INVOICE	IN4494404	FUEL	6,909.60	
08/20/2024	INVOICE	IN4498652	FUEL	737.10	
08/20/2024	INVOICE	IN4499437	FUEL	450.73	
08/20/2024	INVOICE	IN4486591	NOZZLE	126.00	
08/20/2024	INVOICE	IN4494225	DEF HAND PUMP	199.99	
08/20/2024	INVOICE	IN4494222	AMERIGUARD HYDRAULIC	623.50	
08/20/2024	INVOICE	IN4488410	FUEL	2,865.80	
08/20/2024	INVOICE	IN4493353	FUEL	8,529.72	
08/20/2024	INVOICE	IN4494877	FUEL	7,636.00	
Total:				34,482.77	
Net of 12 Invoices / 0 Checks				34,482.77	
10569	SAYLER SCREENPRINTING				
08/20/2024	INVOICE	21137	NLETC UNIFORMS - WIELGUS/KLEE	180.00	
Total:				180.00	
Net of 1 Invoices / 0 Checks				180.00	
02805	SCHEMMER ASSOCIATES INC.				
08/20/2024	INVOICE	009071.001-10	3RD STREET WATER & SEWER CONSTRUCTION INSPE	2,703.00	
Total:				2,703.00	
Net of 1 Invoices / 0 Checks				2,703.00	
03271	SCHIEFFER SIGNS INC				
08/20/2024	INVOICE	47995	CIRCLE LOGO FOR VEHICLE DOORS	508.50	
08/20/2024	INVOICE	47513	CIRCLE NUMBER DECALS	150.00	
Total:				658.50	
Net of 2 Invoices / 0 Checks				658.50	
11184	SCP DISTRIBUTORS LLC				
08/20/2024	INVOICE	528283	LADDER TREAD, DURAFLEX HINGE ASSEMBLY	2,690.00	
Total:				2,690.00	
Net of 1 Invoices / 0 Checks				2,690.00	
11189	SEAN & JEANETTE JENNY				
08/20/2024	INVOICE	8.20.2024	2 CEMETARY PLOTS-SECTION O, LOT 80 SPACES 1:	400.00	
Total:				400.00	
Net of 1 Invoices / 0 Checks				400.00	
00465	SERVICEMASTER BY SHEVLIN				
08/20/2024	INVOICE	11171	MONTHLY JANITORIAL SERVICES	3,850.00	
08/20/2024	INVOICE	11175	MONTHLY JANITORIAL SERVICES	6,980.00	
08/20/2024	INVOICE	11178	MONTHLY JANITORIAL SERVICES	2,485.00	
Total:				13,315.00	
Net of 3 Invoices / 0 Checks				13,315.00	
03276	SHERWIN-WILLIAMS CO				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	6504-2	5 GAL PAINT	197.20	
			Total:	197.20	
			Net of 1 Invoices / 0 Checks	197.20	
01090	SHEVLIN SUPPLY				
08/20/2024	INVOICE	7615	SHAMPOO, HAND SOAP, BATH TISSUE, LINERS	363.46	
08/20/2024	INVOICE	7640	TOILET TISSUE	366.20	
08/20/2024	INVOICE	7636	LINERS, BATH TISSUE, MULTI FOLD TOWEL, HAND	234.50	
08/20/2024	INVOICE	7635	LINERS, BATH TISSUE, MULTI FOLD TOWEL, HAND	234.50	
08/20/2024	INVOICE	7632	CENTERPULL TOWELS, NITRILE GLOVES, BATH TIS:	169.93	
			Total:	1,368.59	
			Net of 5 Invoices / 0 Checks	1,368.59	
03277	SIPPLE, HANSEN, EMERSON,				
08/20/2024	INVOICE	1-00M JULY 24	LEGAL SERVICES	4,220.60	
			Total:	4,220.60	
			Net of 1 Invoices / 0 Checks	4,220.60	
11153	SLEEP INN & SUITES				
08/20/2024	INVOICE	3123900	UMPIRE ROOMS	1,033.00	
			Total:	1,033.00	
			Net of 1 Invoices / 0 Checks	1,033.00	
02972	SPEICHER ELECTRIC				
08/20/2024	INVOICE	2478	WORK AT 911 DISPATCH TOWER SITE	1,042.69	
			Total:	1,042.69	
			Net of 1 Invoices / 0 Checks	1,042.69	
03280	STATE OF NEBR DEPT OF REVENUE				
08/20/2024	INVOICE	7312024POOLS	SALES TAX - JULY 2024 POOLS	11,416.38	
08/20/2024	INVOICE	7312024UTILTIY	SALES TAX - JULY 2024 UTILITY	56,741.21	
08/20/2024	INVOICE	8312024UTILITY	SALES TAX - JULY 2024 GOLF	11,851.67	
			Total:	80,009.26	
			Net of 3 Invoices / 0 Checks	80,009.26	
00244	STERICYCLE INC				
08/20/2024	INVOICE	8007806088	STERI-SAFE BUDGET SUBSCRIPTION	759.88	
			Total:	759.88	
			Net of 1 Invoices / 0 Checks	759.88	
02183	SUNBELT RENTALS INC				
08/20/2024	INVOICE	157286930	FLOOR BUFFER	190.97	
			Total:	190.97	
			Net of 1 Invoices / 0 Checks	190.97	
00105	SUPER SAVER				
08/20/2024	INVOICE	126535	GROCERIES, SANDWICH BAGS	38.20	
08/20/2024	INVOICE	126393	GROCERIES	43.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	126441	GROCERIES	6.78	
08/20/2024	INVOICE	126164	GROCERIES	14.71	
			Total:	103.27	
			Net of 4 Invoices / 0 Checks	103.27	
00110	SYSCO LINCOLN				
08/20/2024	INVOICE	561741374	CONCESSIONS - PLUNGE	1,124.02	
08/20/2024	INVOICE	561749179	CONCESSIONS - PLUNGE	632.41	
08/20/2024	INVOICE	561752188	CREDIT - MARINARA DIPPING DAMAGED	(125.85)	
08/20/2024	INVOICE	561776331	CONCESSIONS - PLUNGE	880.72	
08/20/2024	INVOICE	561785086	CONCESSIONS - PLUNGE	537.01	
08/20/2024	INVOICE	561759294	CONCESSIONS - PLUNGE	1,631.59	
08/20/2024	INVOICE	561763057	CONCESSIONS - PLUNGE	870.95	
08/20/2024	INVOICE	761765212	CONCESSIONS - PLUNGE	943.88	
08/20/2024	INVOICE	561769867	CONCESSIONS - PLUNGE	1,584.65	
08/20/2024	INVOICE	561774116	CONCESSIONS - PLUNGE	915.77	
08/20/2024	INVOICE	561780840	CONCESSIONS - PLUNGE	1,244.73	
08/20/2024	INVOICE	561787348	CONCESSIONS - PLUNGE	4,112.69	
08/20/2024	INVOICE	561777604	CREDIT - CONCESSIONS - PLUNGE	(69.82)	
08/20/2024	INVOICE	561757667	GROCERIES	214.43	
08/20/2024	INVOICE	16179528P	CREDIT - SALES ERROR (SPRINGROLLS)	(104.49)	
08/20/2024	INVOICE	16179529P	CREDIT - SALES ERROR (PLUM TOMATOES)	(47.99)	
08/20/2024	INVOICE	561769864	GROCERIES	144.48	
08/20/2024	INVOICE	561776324	GROCERIES	1,833.45	
08/20/2024	INVOICE	561787340	GROCERIES, TOGO LIDS, HANDSOAP, COFFEE	1,808.49	
08/20/2024	INVOICE	561765205	GROCERIES, CAN LINERS, COFFEE	3,468.70	
08/20/2024	INVOICE	561754447	GROCERIES, 8OZ CUPS	2,207.33	
08/20/2024	INVOICE	561741364	GROCERIES, GLOVES, 4OZ CUPS, TOWELS	2,497.31	
			Total:	26,304.46	
			Net of 22 Invoices / 0 Checks	26,304.46	
10237	TELEFLEX LLC				
08/20/2024	INVOICE	9508801908	EZ-IO NEEDLES, EMS 4X4 DRESSING	1,327.50	
			Total:	1,327.50	
			Net of 1 Invoices / 0 Checks	1,327.50	
10987	THE GOLF SHOP				
08/20/2024	INVOICE	265	MONTHLY TERMINAL USAGE FEE JULY 2024	4,074.35	
			Total:	4,074.35	
			Net of 1 Invoices / 0 Checks	4,074.35	
03128	TIRE OUTLET INC				
08/20/2024	INVOICE	218515	REPAIR	35.00	
08/20/2024	INVOICE	218587	TIRE REPAIR	35.00	
08/20/2024	INVOICE	218596	REPAIR	35.00	
08/20/2024	INVOICE	218139	REPAIR	35.00	
08/20/2024	INVOICE	218302	20 - LUGNUTS	60.00	
08/20/2024	INVOICE	218287	4 - USED TIRES, REPAIR	718.50	
08/20/2024	INVOICE	218189	REPAIR, SWAP, USED TIRE	373.50	
08/20/2024	INVOICE	242760	TIRE CHANGE	5.00	
08/20/2024	INVOICE	218069	TIRE	506.00	
08/20/2024	INVOICE	218070	2 - TIRES	116.00	
08/20/2024	INVOICE	218207	REPAIR	15.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/20/2024	INVOICE	218199	TIRE	41.00	
08/20/2024	INVOICE	218255	REPAIR	15.00	
			Total:	1,990.00	
			Net of 13 Invoices / 0 Checks	1,990.00	
10589	TK ELEVATOR CORPORATION				
08/20/2024	INVOICE	1000626457	MAINTENANCE INVOICE	248.20	
			Total:	248.20	
			Net of 1 Invoices / 0 Checks	248.20	
10588	TOO FAST SUPPLY				
08/20/2024	INVOICE	458142	METAL CUT-OFF BLADE	23.98	
			Total:	23.98	
			Net of 1 Invoices / 0 Checks	23.98	
01564	TOOLEY DRUG				
08/20/2024	INVOICE	01201252	CONTOUR NEXT	99.98	
08/20/2024	INVOICE	01202160	MEDICAL SUPPLIES	4.98	
			Total:	104.96	
			Net of 2 Invoices / 0 Checks	104.96	
10412	TRITECH SOFTWARE SYSTEMS				
08/20/2024	INVOICE	416649	QUOTE NO Q-130729 CONSULTING SERVICES	945.00	
08/20/2024	INVOICE	416408	FIELD OPS SUBSCRIPTION 10/01/24 - 9/30/25	126.00	
08/20/2024	INVOICE	417477	FIELD OPS SUBSCRIPTION - POLK CO 10/1/2024	126.00	
08/20/2024	INVOICE	416414	Q-180960 ANNUAL MAINTENANCE FEE	81,607.73	
			Total:	82,804.73	
			Net of 4 Invoices / 0 Checks	82,804.73	
00550	TRUCK CENTER COMPANIES				
08/20/2024	INVOICE	RA111006151:01	REPLACED OIL & FUEL FILTERS VIN #9566	706.29	
08/20/2024	INVOICE	RA108030986:01	BODY REPAIR - CURB SIDE BODY DAMAGE	15,956.03	
08/20/2024	INVOICE	RA111005960:01	FRONT A/C, OIL CHANGE, TRANSMISSION LEAK-E	1,598.69	
			Total:	18,261.01	
			Net of 3 Invoices / 0 Checks	18,261.01	
11068	TRUE AG & TURF LLC				
08/20/2024	INVOICE	P02044	3 - HUBS	531.66	
			Total:	531.66	
			Net of 1 Invoices / 0 Checks	531.66	
01413	TWIN RIVERS VETERINARY CLINIC				
08/20/2024	INVOICE	188224	VETERINARY CARE	1,020.50	
			Total:	1,020.50	
			Net of 1 Invoices / 0 Checks	1,020.50	
10298	TY'S OUTDOOR POWER & SERVICE				
08/20/2024	INVOICE	299242	SEAL, OIL PEERLESS AXLE	48.88	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	48.88	
			Net of 1 Invoices / 0 Checks	48.88	
03294	USA BLUE BOOK				
08/20/2024	INVOICE	INV00438255	PH ELECTRODE FOR WATER	136.25	
08/20/2024	INVOICE	INV00440097	E+H MAINTENANCE KIT	129.64	
08/20/2024	INVOICE	INV00431364	CABLE WEIGHT FOR FLOATS	133.63	
			Total:	399.52	
			Net of 3 Invoices / 0 Checks	399.52	
00157	UTILITIES SECTION				
08/20/2024	INVOICE	9175	SOLID WASTE TRANSFER STATION WORKSHOP - NICI	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
10948	VAN DYKE CARROLL				
08/20/2024	INVOICE	8.01.2024	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
11084	VECTOR CRUSH GRAPHICS				
08/20/2024	INVOICE	0146	DESIGN LOGOS - DOWNTOWN BID	1,750.00	
			Total:	1,750.00	
			Net of 1 Invoices / 0 Checks	1,750.00	
10584	VENDNOVATION LLC				
08/20/2024	INVOICE	2024-001886	EMS-12M - ONE YEAR SOFTWARE LICENSE	1,200.00	
			Total:	1,200.00	
			Net of 1 Invoices / 0 Checks	1,200.00	
10961	VERIZON				
08/20/2024	INVOICE	384000061896	GPS UNITS	45.85	
			Total:	45.85	
			Net of 1 Invoices / 0 Checks	45.85	
01181	VERIZON WIRELESS				
08/20/2024	INVOICE	9970747245	CELL PHONE JUL 06 - AUG 05	840.21	
			Total:	840.21	
			Net of 1 Invoices / 0 Checks	840.21	
02412	WAHLTEK INC				
08/20/2024	INVOICE	IN108734	CONTRACT 9/7/2024 - 9/6/2025 EVENTIDE/NEXLO	3,122.84	
			Total:	3,122.84	
			Net of 1 Invoices / 0 Checks	3,122.84	
03154	WASTE CONNECTIONS OF NEBRASKA				
08/20/2024	INVOICE	7026235T054	GARBAGE SERVICE	564.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	564.00	
			Net of 1 Invoices / 0 Checks	564.00	
02708 08/20/2024	WELLNESS PARTNERS LLC INVOICE	5316	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
10988 08/20/2024	Z&M ENTERPRISE LLC INVOICE	969	BALLAST REBUILD	1,451.78	
			Total:	1,451.78	
			Net of 1 Invoices / 0 Checks	1,451.78	
11188 08/20/2024	ZYWIEC RICHARD INVOICE	1	BOARDS FOR CHILDREN'S ROOM TOY BOXES & VENT:	80.00	
			Total:	80.00	
			Net of 1 Invoices / 0 Checks	80.00	
			invoices and 0 checks for 171 vendors:	1,818,349.58	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
103757	LOUP POWER DISTRICT	08/01/2024	08/20/2024	6,588.00	6,588.00	Open	N
103767	LOUP POWER DISTRICT	08/01/2024	08/20/2024	7,983.36	7,983.36	Open	N
103821	LOUP POWER DISTRICT	08/01/2024	08/20/2024	7,190.98	7,190.98	Open	N
103868	MIDWEST SERVICE & SALES CO	07/31/2024	08/20/2024	6,662.50	6,662.50	Open	N
103914	SAPP BROS COLUMBUS INC	07/17/2024	08/20/2024	6,909.60	6,909.60	Open	N
103921	SAPP BROS COLUMBUS INC	07/16/2024	08/20/2024	8,529.72	8,529.72	Open	N
103922	SAPP BROS COLUMBUS INC	07/18/2024	08/20/2024	7,636.00	7,636.00	Open	N
103934	DANIELS PRODUCE LLC	07/31/2024	08/20/2024	9,094.88	9,094.88	Open	N
103945	SERVICEMASTER BY SHEVLIN	08/01/2024	08/20/2024	6,980.00	6,980.00	Open	N
103969	B-D CONSTRUCTION INC	07/26/2024	08/20/2024	5,605.00	5,605.00	Open	N
104017	AQUA-CHEM INC	08/02/2024	08/20/2024	5,678.40	5,678.40	Open	N
104051	LABORDE, ADAM	07/31/2024	08/20/2024	7,200.00	7,200.00	Open	N
104088	DUNBAR DOUGLAS	08/01/2024	08/20/2024	7,234.86	7,234.86	Open	N
104132	ESRI INC	08/02/2024	08/20/2024	8,500.00	8,500.00	Open	N
104139	BIRDDOG ELECTRIC LLC	08/02/2024	08/20/2024	5,229.00	5,229.00	Open	N
104231	CASEY'S MAIL SERVICE LLC	08/09/2024	08/20/2024	5,055.31	5,055.31	Open	N
104355	QUICK MED CLAIMS	07/31/2024	08/20/2024	5,795.50	5,795.50	Open	N
104363	RED DOOR DESIGNS	08/06/2024	08/20/2024	5,000.00	5,000.00	Open	N
104366	DISTAR INDUSTRIES LLC	07/31/2024	08/20/2024	8,482.50	8,482.50	Open	N
104393	ELECTRONIC ENGINEERING	02/16/2024	08/20/2024	6,052.50	6,052.50	Open	N
# of Invoices:	20	# Due:	20	Totals:	137,408.11	137,408.11	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					137,408.11	137,408.11	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			68,781.25	68,781.25		
	200 - STREETS/ENGINEERING			19,117.22	19,117.22		
	206 - DOWNTOWN BID			8,482.50	8,482.50		
	500 - UTILITY SERVICE			11,424.84	11,424.84		
	520 - WATER			12,027.82	12,027.82		
	560 - STORMWATER UTILITY			1,570.00	1,570.00		
	570 - SOLID WASTE DIVISION			16,004.48	16,004.48		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			2,446.63	2,446.63		
	110 - POLICE			13,688.50	13,688.50		
	120 - FIRE			2,802.50	2,802.50		
	121 - RESCUE			8,598.00	8,598.00		
	130 - LIBRARY			25,192.36	25,192.36		
	145 - COMMUNITY DEVELOPMENT			1,570.00	1,570.00		
	150 - PARKS			1,570.00	1,570.00		
	151 - PAWNEE PLUNGE WATER PARK			5,678.40	5,678.40		
	155 - VAN BERG GOLF COURSE			2,387.56	2,387.56		
	156 - QUAIL RUN GOLF COURSE			4,847.30	4,847.30		
	200 - STREETS			19,117.22	19,117.22		
	206 - DOWNTOWN BID			8,482.50	8,482.50		
	500 - WASTEWATER COLLECTION			4,836.84	4,836.84		
	501 - WASTEWATER TREATMENT FAC			6,588.00	6,588.00		
	520 - WATER			12,027.82	12,027.82		
	560 - STORMWATER UTILITY			1,570.00	1,570.00		
	570 - TRANSFER STATION			16,004.48	16,004.48		

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-49100-24031	TRANSFERS IN	NOSWETT FENCING INC	INSTALL CHAIN LINK & CABLE FENCE	30,251.00	
100-100-52700	TRAINING AND TUITION	COLUMBUS AREA CHAMBER OF	LEADERSHIP COLUMBUS TUITION - JONATHAN	600.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	KELLOGGS MEGA PK - BUDGET MEETING	13.99	
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	INTERNET RENEWAL - 9/27/2024-9/27/2025	495.00	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	4,220.60	
100-100-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	1,275.00	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	GOOGLE - WORKSPACE BUSINESS STARTER	1,371.20	
100-100-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	1,080.00	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BARBED COUPL 1/2"	24.55	
100-100-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - LITTELFUSE 125 AMP	100.00	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.41	
100-100-54310	BUILDING MAINTENANCE	MENARDS	FLOOR SCRUB, HOLLOW WALL ANCHOR	19.35	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-55200	INSURANCE	GINGER MOON & ASSOCIATES	BOND FOR CITY CLERK	100.00	
100-100-55500	PUBLICATIONS AND NOTICES	FIRST NATIONAL BANK OMAHA	COLUMBUS TELEGRAM SUBSCRIPTION	14.99	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, ORDINANCES, LIQUOR LICENSE, ME	1,220.72	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PAPER PLATES	17.97	
100-100-56010	SUPPLIES	PETTY CASH	MATING FOR OPEN MEETINGS ACT POSTER	12.83	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	LINERS, BATH TISSUE, MULTI FOLD TOWEL,	234.50	
100-100-56010-CREAT	SUPPLIES	HOBBY LOBBY	ART - CREATIVE DISTRICT	59.90	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	1,133.69	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - INK CATRIDGE	180.66	
100-100-56020	OFFICE SUPPLIES	PETTY CASH	LAMINATING	11.98	
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	3,850.00	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	91.63	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,621.00	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	156.57	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	318.13	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	144.04	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	35.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	123.75	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD SUBSCRIPTION	34.99	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	MONTHLY NEWSLETTER	10.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	43.33	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2.16	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	362.99	
100-100-57200-24029	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMMUNIT	14,527.50	
100-100-57510-19009	CAPITAL-EQUIPMENT	FIRST NATIONAL BANK OMAHA	PROVANTAGE- HORIZONTAL POLE/WALL MOUNTI	1,199.86	
100-100-57510-19009	CAPITAL-EQUIPMENT	MENARDS	3/4X2X4 RTD SHTG, TAPCON SD 8PK	17.97	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	2024 FIBER PROJECT ASSISTANCE	15,153.78	
Total For Dept 100 GENERAL ADMINISTRATION				81,281.04	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	COMMONWEALTH ELECTRIC COM	TROUBLESHOOT LIGHTING SYSTEM	76.00	
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	41.72	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1.05	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	157.67	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	98.57	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	18.80	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	14.54	
Total For Dept 102 COLUMBUS AREA TRANSIT				463.35	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 08/20/2024 - 08/20/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	7,547.11	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	3,390.73	
100-103-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	BATH & BODY WORKS-HEALTH FAIR GIFT BASK	19.10	
100-103-55900	MISCELLANEOUS	MENARDS	HI DEN POLY RC, DROP CLOTH, INTERIOR PF	57.32	
100-103-56010	SUPPLIES	MENARDS	INT PAINT, ROLLER FRAME, PAD EDGER	76.61	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.75	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, TOGO LIDS, HANDSOAP, COFFEE	89.55	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.75	
100-103-56010-III-C	SUPPLIES	EAKES OFFICE SOLUTIONS	LSR LABELS, TAPE, CORRECTION TAPE, FOLI	196.32	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	25.75	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES, SANDWICH BAGS	13.08	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, TOGO LIDS, HANDSOAP, COFFEE	295.01	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LSR LABELS, TAPE, CORRECTION TAPE, FOLI	36.88	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	28.70	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	36.35	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES, SANDWICH BAGS	90.19	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES	11,429.03	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, TOGO LIDS, HANDSOAP, COFFEE	208.12	
Total For Dept 103 COLUMBUS SENIOR CENTER				23,605.35	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	36.35	
Total For Dept 105 FINANCE				36.35	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	BOMBERGER KAREN	TUITION REIMBURSEMENT	250.00	
100-106-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - COMMERCIAL ENVELOPES	98.08	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	29.08	
Total For Dept 106 CITY CLERK				377.16	
Dept 107 MAYOR/COUNCIL					
100-107-55800	TRAVEL	CORNHUSKER MARRIOTT HOTEL	PRENT ROTH	119.00	
Total For Dept 107 MAYOR/COUNCIL				119.00	
Dept 108 HUMAN RESOURCES					
100-108-52700	TRAINING AND TUITION	BOMBERGER KAREN	TUITION REIMBURSEMENT	250.00	
100-108-52700	TRAINING AND TUITION	HR DIRECT	POSTER GUARD 1 YEAR STATE/FED/LOCAL REN	94.99	
100-108-55900	MISCELLANEOUS	HY-VEE INC	WHIPPED CREAM, PIE PANS - POLICE & FIRE	10.55	
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	107.58	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	7.27	
Total For Dept 108 HUMAN RESOURCES				470.39	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NSA/POAN LAW ENFORCEMENT CONFERENCE	869.24	
100-110-52800	UNIFORMS	SAYLER SCREENPRINTING	NLETC UNIFORMS - WIELGUS/KLEE	180.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	AMAZON - HOLSTER BALESTERI QM	31.02	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	HANDCUFF, STRYKE PANTS -MCCARTY & LOONI	421.93	
100-110-53200	PROFESSIONAL SERVICES	CONNER PSYCHOLOGICAL SERVI	CONSULTATION	520.00	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	127.99	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,062.00	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CLIV	VETERINARY CARE	1,020.50	
100-110-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - LAPTOP BATTERY	39.99	
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	2 WAY RADIO REPAIR	583.45	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 08/20/2024 - 08/20/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	TPMS SENSOR VIN #8538	5,476.03	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	VHF TRUNKED RADIO SYSTEM	132.00	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	90.00	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE INVOICE	248.20	
100-110-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	Q-180960 ANNUAL MAINTENANCE FEE	11,428.01	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,860.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	2,050.00	
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	0.79	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BATTERIES	152.17	
100-110-56010	SUPPLIES	M & O DOOR PRODUCTS LLC	PICK UP 5 KEYS	29.15	
100-110-56010	SUPPLIES	RR DONNELLEY	GUN CERTIFICATES	122.33	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CATRIDGES CYAN & BLACK	3,876.76	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,485.00	
100-110-56050	FUEL	FIRST NATIONAL BANK OMAHA	FAST MART FUEL	20.00	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	11,612.00	
100-110-56190	PERSONAL PROTECTIVE SUPP	FIRST NATIONAL BANK OMAHA	TRITECH FORENSICS - RAPID RESPONSE KIT	485.49	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	97.11	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	24.29	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,883.28	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	148.57	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	261.97	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	411.64	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 06 - AUG 05	840.21	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	40.00	
100-110-56280	KIDS & COPS EXPENSES	FIRST NATIONAL BANK OMAHA	AMAZON - STRESS BALLS	278.21	
100-110-57510-21001	CAPITAL-EQUIPMENT	ELECTRONIC ENGINEERING	2 WAY RADIO LABOR	10,771.25	
100-110-57520-21005	CAPITAL-VEHICLES	ANDERSON FORD OF LINCOLN	2025 FORD INTERCEPTOR VIN #4596	51,574.00	
100-110-57520-21005	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	INSTALL CUSTOMER SUPPLIED EQUIPMENT #21	21,133.00	
100-110-57520-21006	CAPITAL-VEHICLES	ANDERSON FORD OF LINCOLN	2025 FORD INTERCEPTOR VIN #2269	51,574.00	
100-110-57520-21006	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	INSTALL CUSTOMER SUPPLIED EQUIPMENT #21	18,777.00	
100-110-57520-21007	CAPITAL-VEHICLES	ANDERSON FORD OF LINCOLN	2025 FORD INTERCEPTOR VIN #4566	51,574.00	
100-110-57520-21007	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	INSTALL CUSTOMER SUPPLIED EQUIPMENT #21	18,777.00	
Total For Dept 110 POLICE				278,089.58	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATIONAL EMERGENCT TRAINING - TEN DAY C	315.27	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PHYSICAL EXAMINATION & TDAP IMMUNIZATIC	149.00	
100-120-52800	UNIFORMS	GALLS LLC	NEW HIRES	104.66	
100-120-52900	EMPLOYEE HEALTH	MENARDS	WATER, 20A/125V HEAVY DUTY CNCTR	8.13	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	STIHL TRIMER LINE, KILLER VGTN CNCNTRT	35.49	
100-120-54310	BUILDING MAINTENANCE	B-D CONSTRUCTION INC	PARTIAL INSTALL & TEST OF GUARDIAN FIRE	2,802.50	
100-120-54310	BUILDING MAINTENANCE	FIFTH SEASON INC	SUMMER #1 LAWN APPLICATION	93.38	
100-120-54310	BUILDING MAINTENANCE	MENARDS	WATER, 20A/125V HEAVY DUTY CNCTR	12.46	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	54.37	
100-120-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BATTERIES	81.95	
100-120-54330	VEHICLE MAINTENANCE	GREGG YOUNG CHEVROLET GMC	OIL CHANGE - 2022 CHEVY SILVERADO VIN #	59.16	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	REPLACED OIL & FUEL FILTERS VIN #9566	2,304.98	
100-120-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	Q-180960 ANNUAL MAINTENANCE FEE	944.31	
100-120-55210	CLAIMS AND SETTLEMENTS	TRUCK CENTER COMPANIES	BODY REPAIR - CURB SIDE BODY DAMAGE	15,956.03	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	UTILITY KNIFE, NUTS, BOLTS, SCREWS	7.69	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	9.84	
100-120-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	SHOP TOWELS, PADLOCK	14.99	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	MULTIFOLD TOWELS	23.98	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	MULTI-FOLD TOWELS	96.44	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MAT, POLISH TOWELS	98.19	
100-120-56050	FUEL	MENARDS	50:1 FUEL PREMIX 110 OZ	143.82	
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID	217.25	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	108.56	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	109.42	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,606.45	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	256.30	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.29	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	119.94	
100-120-57510-24011	CAPITAL-EQUIPMENT	GALLS LLC	CLASS A TIES	49.08	
Total For Dept 120 FIRE				26,833.93	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	BLS RENEWAL COURSE	518.00	
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATIONAL REGISTRY EMT - PARAMEDIC INITI	(75.00)	
100-121-52800	UNIFORMS	GALLS LLC	NEW HIRES	104.66	
100-121-52900	EMPLOYEE HEALTH	MENARDS	WATER, 20A/125V HEAVY DUTY CNCTR	8.12	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	655.00	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	CLAIMS	5,795.50	
100-121-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	STIHL TRIMER LINE, KILLER VGTN CNCNTRT	35.49	
100-121-54310	BUILDING MAINTENANCE	B-D CONSTRUCTION INC	PARTIAL INSTALL & TEST OF GUARDIAN FIRE	2,802.50	
100-121-54310	BUILDING MAINTENANCE	FIFTH SEASON INC	SUMMER #1 LAWN APPLICATION	93.37	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	54.38	
100-121-54320	EQUIPMENT MAINTENANCE	VENDNOVATION LLC	EMS-12M - ONE YEAR SOFTWARE LICENSE	1,200.00	
100-121-54330	VEHICLE MAINTENANCE	GREGG YOUNG CHEVROLET GMC	OIL CHANGE - 2022 CHEVY SILVERADO VIN #	59.15	
100-121-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	Q-180960 ANNUAL MAINTENANCE FEE	944.31	
100-121-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SHOP TOWELS, PADLOCK	47.98	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	COLD PACK	1,988.56	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY, IV SOLUTIONS	910.62	
100-121-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	SP COAST EMS - VACUUM PPUMP	194.95	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	162.38	
100-121-56010	SUPPLIES	TELEFLEX LLC	EZ-IO NEEDLES, EMS 4X4 DRESSING	1,327.50	
100-121-56010	SUPPLIES	TOOLEY DRUG	CONTOUR NEXT	104.96	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	9.83	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	MULTIFOLD TOWELS	23.97	
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	MULTI-FOLD TOWELS	96.43	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MAT, POLISH TOWELS	98.18	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	759.88	
100-121-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID	217.24	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	GLOVES, STAT PAD, ECG ELECTRODE, VENT C	259.90	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	108.56	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	109.43	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,606.45	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	256.29	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.29	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	119.94	
Total For Dept 121 RESCUE				21,648.82	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATIONAL EMERGENCT TRAINING - TEN DAY C	315.26	
100-125-56650	MEMBERSHIP DUES	NEBRASKA STATE VOLUNTEER	18 - MEMBERS, NEWSPAPER	471.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 125 VOLUNTEER FIRE DEPARTMENT					
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				786.26	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	COLUMBUS AREA CHAMBER OF	LEADERSHIP COLUMBUS TUITION - JERI KAY	600.00	
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CUNE.EDU - PLUM CREEK LITERACY FESTIVAL	206.28	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	BADGE	28.72	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	68.00	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	DYMAXION RESEARCH LTD	SCHEDULE SOFTWARE THRU 8/21/25	2,040.00	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS MOUSE & KEYBOARD	28.49	
100-130-54310	BUILDING MAINTENANCE	BIRDDOG ELECTRIC LLC	2ND FLOOR ELECTRICAL, KIOSK RELOCATION,	5,229.00	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	307.20	
100-130-54320-STAFF	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	SIGNATURE APPLIANCE - REFRIGERATOR	774.00	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	259.69	
100-130-55900	MISCELLANEOUS	RED DOOR DESIGNS	DONOR WALL	5,000.00	
100-130-56010-BUILD	SUPPLIES	CORNHUSKER STATE INDUSTRIE	ODOR ELIMINATOR	47.00	
100-130-56010-BUILD	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BULLETIN BOARD, BROOM, WALL SC	174.09	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	LINERS, BATH TISSUE, MULTI FOLD TOWEL,	234.50	
100-130-56010-MTRLS	SUPPLIES	COLIBRI SYSTEM	COLIBRI COVER MINI 3.5 MIL & 4.7 MIL	899.41	
100-130-56010-MTRLS	SUPPLIES	DEMCO INC	GENRE LABELS, STICK TOGETHER CORE COLLE	19.33	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PACKAGING TAPE	140.73	
100-130-56010-MTRLS	SUPPLIES	PFLUM BRENDA	HALF PRICE BOOKS - BOOKCHAIRS	39.96	
100-130-56010-PATRN	SUPPLIES	DEMCO INC	BOOKMARKS, CRAFT KIT, PERLER BEADS, PEF	9.49	
100-130-56010-STAFF	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DISH CLOTHS, TOWELS, NOTEBOOKS	34.94	
100-130-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	94.20	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - CRAFTING CHUCH FANS, METALLIC	92.77	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	6,980.00	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	7,983.36	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	156.56	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	101.77	
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	123.75	
100-130-56400-ADSRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	LULUBEE CHOCOLATES GIFT CARDS	30.00	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - INTERACTIVE CAT, LABELS, CONFE	113.56	
100-130-56400-ADULT	PROGRAMS	PBC GURU	LIBRARY SPEAKERS CONSORTIUM MEMBERSHIP	3,500.00	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - CRAFTING CHUCH FANS, METALLIC	54.98	
100-130-56400-CHILD	PROGRAMS	ZYWIEC RICHARD	BOARDS FOR CHILDREN'S ROOM TOY BOXES &	40.00	
100-130-56400-YASCH	PROGRAMS	DEMCO INC	BOOKMARKS, CRAFT KIT, PERLER BEADS, PEF	385.17	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	FIRST BOOK	1,692.26	
100-130-56400-YASCH	PROGRAMS	ZYWIEC RICHARD	BOARDS FOR CHILDREN'S ROOM TOY BOXES &	40.00	
100-130-56400-YASRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - INTERACTIVE CAT, LABELS, CONFE	31.99	
100-130-56400-YASRP	PROGRAMS	HOBBY LOBBY	CRAFTS, JEWELRY MAKING	100.52	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	169.59	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DVD'S	124.33	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVDS	111.70	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGE PASS, COMICS,	1,020.10	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	FIRST NATIONAL BANK OMAHA	ADOBE CREATIVE CLOUD ALL APS	34.99	
Total For Dept 130 LIBRARY				39,122.43	
Dept 140 CEMETERY					
100-140-44510	CEMETERY-LOTS	SEAN & JEANETTE JENNY	2 CEMETARY PLOTS-SECTION O, LOT 80 SPAC	400.00	
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	INSECT BARRIER	14.99	
100-140-54310	BUILDING MAINTENANCE	PORT-A-JOHSN	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	75.00	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	LOPPER BYPASS	8.99	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 140 CEMETERY					
100-140-56010	SUPPLIES	REARDON LAWN & GARDEN INC	TRIMMER	399.99	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	91.13	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	28.10	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	7.27	
Total For Dept 140 CEMETERY				1,171.97	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	BS&A SOFTWARE	REMOTE BUILDING DEPARTMENT TRAINING	825.00	
100-145-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	850.00	
100-145-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	720.00	
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, ORDINANCES, LIQUOR LICENSE, ME	51.70	
100-145-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SCREW & ANCHOR	22.49	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	36.35	
Total For Dept 145 COMMUNITY DEVELOPMENT				2,505.54	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	192.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.75	
100-150-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	850.00	
100-150-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	720.00	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PVC, ELEC TAPE	19.16	
100-150-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	EQUIPMENT - POU COOLER	43.00	
100-150-54310	BUILDING MAINTENANCE	MENARDS	FOUNDATIONS 1H LAV, CHISEL, BRASS ADAPT	215.23	
100-150-54310	BUILDING MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	OIL DRY	27.87	
100-150-54310	BUILDING MAINTENANCE	SHERWIN-WILLIAMS CO	5 GAL PAINT	197.20	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	OIL PUMP, WORMGEAR	56.98	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	BRAKLEEN	76.44	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE	506.00	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	FREEZE OFF, ANTI-SEIZE LUBE	21.31	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE CHANGE	61.00	
100-150-54490	IRRIGATION MAINTENANCE	ACE HARDWARE & GARDEN CNT	PLUG INSERT, ELBOW	6.77	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	TOO FAST SUPPLY	METAL CUT-OFF BLADE	23.98	
100-150-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	AMAZON - CUSTOM BALLPOINT PENS	515.89	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MOUSE GLUE TRAPS, MOUSE TRAPS	221.94	
100-150-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	LMX GREASE CARTRIDGE, RAGS-BX- BLUE	122.21	
100-150-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CASE MULTIFOLD TOWELS	47.95	
100-150-56010	SUPPLIES	MOTION INDUSTRIES INC	LENS WIPES	4.99	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	TOILET TISSUE	366.20	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	55.82	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1.65	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,234.56	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	5,555.52	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	29.08	
100-150-56300	FOOD COSTS	CHESTERMAN COMPANY	CONCESSIONS - GERRARD PARK	396.20	
100-150-56300	FOOD COSTS	FIRST NATIONAL BANK OMAHA	SAM'S CLUB - HOT DOG BUNS & HOT DOGS	155.18	
100-150-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	THE MUSIC BINGO PEOPLE	971.00	
100-150-56400	PROGRAMS	SLEEP INN & SUITES	UMPIRE ROOMS	1,033.00	
100-150-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 POOLS	342.49	
100-150-57200-24013	CAPITAL-LAND & BUILDINGS	SAND CREEK CONSTRUCTION CC	GERRARD PARK TENNIS & PICKLEBALL COURT	64,895.11	
100-150-57300-23012	CAPITAL-NEW CONSTRUCTION	BVH ARCHITECTURE	MEMORIAL STADIUM RENOVATION	56,263.80	
Total For Dept 150 PARKS				138,281.28	
Dept 151 PAWNEE PLUNGE WATER PARK					

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-151-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	START YOUR ENGINES 2 OZ	10.99	
100-151-54320	EQUIPMENT MAINTENANCE	SCP DISTRIBUTORS LLC	LADDER TREAD, DURAFLEX HINGE ASSEMBLY	2,690.00	
100-151-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	FLOWRIDER INC - PARK BOARDS	599.00	
100-151-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	TONER, LJ	105.98	
100-151-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	TEA TOWEL, BAR MOP	30.89	
100-151-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	LINER	316.00	
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	SHAMPOO, HAND SOAP, BATH TISSUE, LINERS	533.39	
100-151-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	5,678.40	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	867.29	
100-151-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,479.45	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	10,675.80	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	96.95	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	14.54	
100-151-56300	FOOD COSTS	CHESTERMAN COMPANY	CONCESSIONS - PLUNGE	2,884.50	
100-151-56300	FOOD COSTS	FIRST NATIONAL BANK OMAHA	SAM'S CLUB - AIR HEADS	134.80	
100-151-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	CONCESSIONS - PLUNGE	310.65	
100-151-56300	FOOD COSTS	SYSCO LINCOLN	CONCESSIONS - PLUNGE	14,282.75	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 POOLS	10,173.53	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				50,959.91	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	63.00	
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BIBB HOSE 3/4" BALL VALVE	43.96	
100-152-54310	BUILDING MAINTENANCE	MENARDS	RED WP BUTT SPLICE, TERMINAL/CRIMP TOOI	39.98	
100-152-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	2 INNER DOOR GASKETS - WATER HEATER	16.98	
100-152-56030	CLEANING SUPPLIES/SERVICE	SUNBELT RENTALS INC	FLOOR BUFFER	190.97	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,107.84	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	534.35	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	100.58	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	14.54	
100-152-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	STARFISH AQUATICS INSTITUTE - SWIMMING	162.56	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 POOLS	900.36	
Total For Dept 152 AQUATIC CENTER POOL				4,175.12	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-GREEN FEES & CART F	4,484.57	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	2,670.47	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,387.56	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-GREEN FEES & CART F	2,977.67	
100-155-54320	EQUIPMENT MAINTENANCE	DULTMEIER SALES LLC	HINGE BASE	77.95	
100-155-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	COUP PVC, TEE,COUP SXS, PLASTICE PIPE	285.31	
100-155-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHN	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	300.00	
100-155-56010	SUPPLIES	SCHIEFFER SIGNS INC	CIRCLE NUMBER DECALS	150.00	
100-155-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	1,187.83	
100-155-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CENTER PULL PAPER TOWELS	99.90	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	47.66	
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4.99	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,398.39	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	84.86	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	21.81	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 GOLF	3,511.72	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
Total For Dept 155 VAN BERG GOLF COURSE				19,690.69	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	75.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATIONS	500.00	
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	WEBSITE/EMAIL HOSTING	191.22	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-GREEN FEES & CART F	7,558.89	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	11,269.50	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,847.30	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-GREEN FEES & CART F	5,892.04	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-156-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	HARBOR FREIGHT - 7HP GAS HRZTL ENGINE	160.49	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	CLUTCH SBRAKE	390.16	
100-156-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - TIRES	116.00	
100-156-54490	IRRIGATION MAINTENANCE	GROSCH IRRIGATION CO INC.	CHECK VALVE PROBLEMS ON PUMPS	3,287.29	
100-156-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	2-1/2 PVC COUP SXS	28.38	
100-156-54490	IRRIGATION MAINTENANCE	MIDWEST TURF & IRRIGATION	BDY RSRLESS, CONV, ASSY VIH ELEC, DRYCC	4,920.40	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	MR GOLF CAR INC	RENTAL/TOURNAMENT CARS	2,904.00	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	75.00	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE JULY 2024	4,074.35	
100-156-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CASE TOWELS	60.85	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.75	
100-156-56020	OFFICE SUPPLIES	MENARDS	LOC TITEFOAM, TOOLBOX, 6000 BTU ELECTRC	238.71	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	2,865.80	
100-156-56060	CHEMICALS	AG SPRAY EQUIPMENT	6.5HP HONDA	518.88	
100-156-56060	CHEMICALS	D & K PRODUCTS	HERBICIDE	2,729.00	
100-156-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	SALT PELLET DELIVERED	54.00	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	40.63	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	0.37	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,086.48	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	240.34	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	100.58	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	58.15	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 GOLF	8,339.95	
Total For Dept 156 QUAIL RUN GOLF COURSE				66,752.51	
Total For Fund 100 GENERAL FUND				756,370.68	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	267.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	457.11	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	156.66	
200-200-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	2,125.00	
200-200-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	1,800.00	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
200-200-54320	EQUIPMENT MAINTENANCE	ARMOR EQUIPMENT	BAH DUO SKIDS, BH BROOM	2,873.46	
200-200-54320	EQUIPMENT MAINTENANCE	CHROME N' STEEL TRUCK & TF	FENDERS - QUARTER	86.00	
200-200-54320	EQUIPMENT MAINTENANCE	TRUE AG & TURF LLC	3 - HUBS	531.66	
200-200-54450	STREET MAINTENANCE	FIRST NATIONAL BANK OMAHA	OUTDOOR SOLAR OUTLET - SOLAR STREET LIC	279.95	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	E 14TH AVE & SE 9TH STREET	1,504.61	
200-200-54450	STREET MAINTENANCE	GERHOLD CONCRETE COMPANY	19TH ST AND 38TH AVE	1,086.09	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FUSE PLG MED	9.99	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	GREAT PLAINS BUILDING SUPPLY	6 - 2X6-16 SPF	94.80	
200-200-56010	SUPPLIES	MATHESON-LINWELD	14" ALUMINUM ARBOR, 14" STEEL ARBOR	282.44	
200-200-56010	SUPPLIES	MENARDS	5 GAL MENARDS PAIL, GAMMA SEAL LID	11.16	
200-200-56010	SUPPLIES	SCHIEFFER SIGNS INC	CIRCLE LOGO FOR VEHICLE DOORS	508.50	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	8,529.72	
200-200-56120	TRAFFIC SIGNS	MIDWEST SERVICE & SALES CO	SQUARE TUBE UNISTRUT POSTS	6,662.50	
200-200-56190	PERSONAL PROTECTIVE SUPP	HY-VEE INC	WATER	125.58	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	34.50	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4.23	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	31,036.37	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	117.38	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 8/16 - 9/15	29.08	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	47.75	
200-200-57200-24021	CAPITAL-LAND & BUILDINGS	SCHEMMER ASSOCIATES INC.	3RD STREET WATER & SEWER CONSTRUCTION I	2,703.00	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	SAND CREEK CONSTRUCTION CO	GERRARD PARK TENNIS & PICKLEBALL COURT	24,702.83	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION & CONTRACTORS	STORM DRAINAGE & CONCRETE IMPROVEMENTS	413,265.05	
Total For Dept 200 STREETS				499,946.72	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	68.61	
200-202-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	STYLUS PRO LED PENLIGHT	104.97	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CENTER	THROTTLE CABLE, STOP SWITCH	23.58	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	LENS	410.22	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	REMAN ALTERNATOR	215.62	
200-202-56130	SUPPLIES FOR RESALE	FIRST NATIONAL BANK OMAHA	AMAZON - AIR SPRING BAG REPLACEMENT	244.85	
200-202-56130	SUPPLIES FOR RESALE	HTR INC./KLUTE TRUCK EQUIPMENT	4500 MOTOR MT	125.85	
200-202-56130	SUPPLIES FOR RESALE	INTERSTATE BATTERY SYSTEM	BATTERIES	306.90	
200-202-56130	SUPPLIES FOR RESALE	LAKEVIEW SMALL ENGINE INC	ROD PUSH	19.00	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	HEX NUT, CAP SCREW, SELF DRILL SCREW, F	38.85	
200-202-56130	SUPPLIES FOR RESALE	MACQUEEN EQUIPMENT	AIR SPRING	234.07	
200-202-56130	SUPPLIES FOR RESALE	MIDWEST DIESEL INC	INSPECT PUMP, NEW INJECTORS	1,042.02	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBUS	BATTERY	156.38	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	HI-PWR BELT	149.85	
200-202-56130	SUPPLIES FOR RESALE	TY'S OUTDOOR POWER & SERVICE	SEAL, OIL PEERLESS AXLE	48.88	
Total For Dept 202 MECHANICS SHOP				3,189.65	
Total For Fund 200 STREETS/ENGINEERING				503,136.37	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54440	RUNWAY MAINTENANCE	FIRST NATIONAL BANK OMAHA	FLIGHT LIGHT - 10 YELLOW FRANGIBLE COU	260.00	
205-205-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	AUTO CUT, CF3 PRO, RECOIL SPRING	75.97	
205-205-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	MOTOPLEX - OIL CHANGE KIT	63.39	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	AUGUST CLEANING SERVICE	250.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	564.33	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	46.58	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 8/16 - 9/15	21.81	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	60.24	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	788.40	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	40.00	
Total For Dept 205 AIRPORT				2,170.72	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 205 AIRPORT					
Total For Fund 205 AIRPORT				2,170.72	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	VECTOR CRUSH GRAPHICS	DESIGN LOGOS - DOWNTOWN BID	1,750.00	
206-206-56010	SUPPLIES	DISTAR INDUSTRIES LLC	TRASH CAN HOUSING W/40 GALLON RUBBER CP	8,482.50	
Total For Dept 206 DOWNTOWN BID				10,232.50	
Total For Fund 206 DOWNTOWN BID				10,232.50	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - HIGGINS, GRAY	870.00	
220-220-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	128.58	
220-220-54320	EQUIPMENT MAINTENANCE	MENARDS	BOOSTX 1750A JUMP STARTER	174.95	
220-220-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	FIELD OPS SUBSCRIPTION 10/01/24 - 9/30/	68,543.10	
220-220-54380	MAINTENANCE AGREEMENTS	WAHLTEK INC	CONTRACT 9/7/2024 - 9/6/2025 EVENTIDE/T	3,122.84	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.00	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	AUGUST CLEANING SERVICE	250.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	788.40	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	60.24	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	930.00	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	804.08	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	7.27	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	40.00	
220-220-57510-24028	CAPITAL-EQUIPMENT	RVW INC	PLATTE COUNTY TOWER FIBER PROJECT	2,756.10	
220-220-57510-24028	CAPITAL-EQUIPMENT	SPEICHER ELECTRIC	WORK AT 911 DISPATCH TOWER SITE	1,042.69	
Total For Dept 220 E911				80,166.25	
Total For Fund 220 COMMUNICATIONS - E911				80,166.25	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	75.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.57	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	156.67	
500-500-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	1,275.00	
500-500-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	1,080.00	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRAYPAINT	5.99	
500-500-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	PADLOCKS	180.81	
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	MARKER LIGHT	4.07	
500-500-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	FILLER CAP, COVER, SPARK PLUG, PULL ROE	86.03	
500-500-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	IC WB FLO GRN	294.99	
500-500-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	TOP DIRT, 1" CLEAN	268.66	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	193.11	
500-500-54390	SYSTEM MAINTENANCE	TRITECH SOFTWARE SYSTEMS	QUOTE NO Q-130729 CONSULTING SERVICES	472.50	
500-500-54390	SYSTEM MAINTENANCE	USA BLUE BOOK	CABLE WEIGHT FOR FLOATS	133.63	
500-500-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	MENARDS - DOORBELL FOR WATER OFFICE	17.10	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	16.49	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,481.84	
500-500-56090	SMALL TOOLS	MENARDS	ELEC TAPE, WIRE STPR, SCREWDROVER, STOF	34.34	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	315.68	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,773.22	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	19.56	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	65.00	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	33.37	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	20.00	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 UTILITY	46,044.53	
500-500-57200-24029	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMMUNI	14,527.50	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	BENESCH ALFRED & COMPANY	LIFT STATION #15 WESTBROOK	2,418.82	
Total For Dept 500 WASTEWATER COLLECTION				73,293.48	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	192.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	192.43	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	ADPTR BARB, HOSE CLAMP, BALL VALVE	71.33	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	MASTER BAT, 100 AMP BATTERY LOAD TESTER	128.57	
500-501-54320	EQUIPMENT MAINTENANCE	MELLEN & ASSOCIATES INC	12" PEC PLUG VALVE	4,543.82	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	ADHESIVE, 120V HOIST, WEDGE ANCHOR, BLC	227.75	
500-501-54320	EQUIPMENT MAINTENANCE	Z&M ENTERPRISE LLC	BALLAST REBUILD	1,451.78	
500-501-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	35.00	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	HOME/GARDEN SPRAYER	34.99	
500-501-56010	SUPPLIES	NEBRASKA-IOWA INDUSTRIAL	CLEANING CLOTHS, HORNET KILLER	82.71	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWELS ORANGE	38.66	
500-501-56100	LABORATORY	HACH COMPANY	AMMONIA TNT+	624.73	
500-501-56100	LABORATORY	MIDWEST LABORATORIES INC	TESTING & SUPPLIES	151.17	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	140.83	
500-501-56210	NATURAL GAS	HACH COMPANY	RYTON SALT BRIDGE	534.10	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	13.50	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	22,447.20	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	2,334.09	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	107.58	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	36.35	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	104.00	
Total For Dept 501 WASTEWATER TREATMENT FAC				33,492.59	
Total For Fund 500 UTILITY SERVICE				106,786.07	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	NDEE	WATER OPERATOR LICENSE - THOMAS KAPELS	165.00	
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	75.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	151.67	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	156.67	
520-520-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	1,275.00	
520-520-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	1,080.00	
520-520-54310	BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIO	CONTACTOR	39.26	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	11.43	
520-520-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	CITY OF COLUMBUS - TEST WATER METER	5.50	
520-520-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	PADLOCKS	446.62	
520-520-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	BATTERY	146.50	
520-520-54320	EQUIPMENT MAINTENANCE	USA BLUE BOOK	PH ELECTRODE FOR WATER	265.89	
520-520-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	50.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	BATTERY NICAD AA	28.86	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	IC WB CAUTION BLUE	292.18	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	3RD STREET & 21ST AVE	294.13	
520-520-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	TOP DIRT, 1" CLEAN	268.65	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	STATIONARY ROD, CURB BOX	1,197.46	
520-520-54390	SYSTEM MAINTENANCE	MCCROMETER INC	BRG A LG SS304 SEAL W/SHRT AFT	440.65	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	193.11	
520-520-54390	SYSTEM MAINTENANCE	TRITECH SOFTWARE SYSTEMS	QUOTE NO Q-130729 CONSULTING SERVICES	472.50	
520-520-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	MENARDS - DOORBELL FOR WATER OFFICE	17.10	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	NOTES, ADHES	28.98	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,481.84	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - SOUTH & NORI	14,199.47	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	6,471.65	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	14.79	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1.81	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	27,211.21	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	189.72	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	65.00	
520-520-56240	TELEPHONE	FRONTIER	NWP 7/30/24 TO 8/29/24	276.92	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	55.18	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	20.00	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 UTILITY	8,605.73	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	DESIGN & CONSTRUCTION LOST CREEK PRKWY	1,176.69	
520-520-57200-24029	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMMUNIT	14,527.50	
Total For Dept 520 WATER				82,419.67	
Total For Fund 520 WATER				82,419.67	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	ESRI INC	ARCGIS 10/31/2024 - 10/30/2025	850.00	
560-560-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	720.00	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON	GPS UNITS	45.85	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	46.15	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JULY 2024 UTILITY	2,090.95	
560-560-57200-24037	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	STORM WATER TREATMENT FACILITY BANK STU	4,897.50	
Total For Dept 560 STORMWATER UTILITY				8,650.45	
Total For Fund 560 STORMWATER UTILITY				8,650.45	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52700	TRAINING AND TUITION	UTILITIES SECTION	SOLID WASTE TRANSFER STATION WORKSHOP -	75.00	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	75.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	215.27	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
570-570-54310	BUILDING MAINTENANCE	SAPP BROS COLUMBUS INC	NOZZLE	126.00	
570-570-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	623.50	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	1,222.00	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	75,815.87	
570-570-54580	COMPOSTING	DANIELS PRODUCE LLC	YARD WASTE REMOVAL 7/01/2024 - 7/31/202	9,094.88	
570-570-54610	WOOD WASTE DISPOSAL	BARCEL LANDSCAPE PRODUCTS	CUSTOM GRINDING MAY 2024 TO DATE	27,117.75	
570-570-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	NE DEPT OF AG - WEIGHTS & MEASURES DEVI	86.47	
570-570-56020	OFFICE SUPPLIES	CAROLINA SOFTWARE	WASTE WORKS LASER TICKETS	802.95	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - HP OFFICEJET INK, TONER CATRI	293.82	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	9,103.43	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	673.92	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	271.10	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 8/16 - 9/15	21.80	
Total For Dept 570 TRANSFER STATION				<u>125,673.76</u>	
Total For Fund 570 SOLID WASTE DIVISION				<u>125,673.76</u>	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	139,385.03	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	3,358.08	
Total For Dept 000				<u>142,743.11</u>	
Total For Fund 999 PAYROLL CLEARING				<u>142,743.11</u>	

08/16/2024 02:22 PM  
User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 08/20/2024 - 08/20/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
-----------	-------------------	--------	---------------------	--------	---------

---

Fund Totals:

Fund 100 GENERAL FUND	756,370.68
Fund 200 STREETS/ENGINEE	503,136.37
Fund 205 AIRPORT	2,170.72
Fund 206 DOWNTOWN BID	10,232.50
Fund 220 COMMUNICATIONS	80,166.25
Fund 500 UTILITY SERVICE	106,786.07
Fund 520 WATER	82,419.67
Fund 560 STORMWATER UTII	8,650.45
Fund 570 SOLID WASTE DIV	125,673.76
Fund 999 PAYROLL CLEARIN	142,743.11
Total For All Funds:	<u>1,818,349.58</u>

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

**6. SPECIAL PRESENTATIONS**

6.A. Recognition of Avalynn Carey and Daniel Boynton for completing the "50-Yard Challenge".

**7. PUBLIC HEARINGS**

7.A. Public Hearing - Application from Balaji Petroleum LLC dba Dual Stop Columbus-14th Street for retail Class D liquor license located at 3417 14 Street and Niraj Patel 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, August 19, 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 Balaji Petroleum LLC dba Dual Stop Columbus-14th Street, 3417 14 St, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus  
Shuraya Choat, City Clerk

Publish 08:08:24  
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 *CS*

DATE: AUGUST 1, 2024

SUBJECT: DUAL STOP (BALAJI PETROLEUM LLC)  
3417 17<sup>TH</sup> STREET  
COLUMBUS, NEBRASKA

LIQUOR MANAGER: NIRAJ PATEL

Dual Stop (Balaji Petroleum LLC) is a convenience store 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.

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 five liquor licenses in the near vicinity of this location. One is at Casey's General Store which is 0.4 miles away or an 8 minute walk, there is also Boulevard Lanes which is 0.5 miles away or a 12 minute walk, there is also Kat's Car Wash which is 0.5 miles away or a 10 minute walk, there is also Godfather's Pizza which is 0.5 miles away or a 10 minute walk, and there is also NP Mart which is 0.5 miles away or an 11 minute walk.

- 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: July 30, 2024

DUE DATE: August 5, 2024

Applicant Balaji Petroleum, LLC dba Dual Stop Columbus

Address 3417 14<sup>th</sup> Street, Columbus, NE 68601

Legal Description LOT 7 BLK 8 HIGHLAND PARK 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 D

Existing Zoning: B-2

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: B-2

South: B-2

East: B-1

West: B-2

General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): : Minor Arterial (Howard Blvd. & 14<sup>th</sup> Street)

Street Width and Profile: North: 33' wide, 2 lanes one way west (14<sup>th</sup> Street) &  
South: 42' wide 3 lanes one way east (Howard Blvd.)

Speed Limit: 35 mph (both)

Average Daily Traffic Count: 4,330 ADT - 14<sup>th</sup> Street westbound (2021)  
5,350 ADT - Howard Boulevard eastbound (2021)



---

Richard J. Bogus, P.E.  
City Engineer

**From:** [Trevino, Victoria](#)  
**To:** [Choat, Shuraya](#); [Nickeson, Linda](#)  
**Subject:** 21910 Dual Stop Columbus 14th St  
**Date:** Wednesday, July 24, 2024 3:41:58 PM

---

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

Good afternoon,

In regards to the Dual Stop application, I called to verify that the applications are not related to the notary, and Maulin confirmed that none of them are. With that verification, the Affidavits of Non-Participation are valid. The operator is the applying LLC, Balaji Petroleum LLC. It happens quite often that the applicant or the person submitting the application puts their name there, when it is meant to be the name of the licensee. The marital status that you see is something behind the scenes that we cannot change. The only way that the marital status will say Married is when the licensee is a married individual, so you will see that status as single on any application that has a corporation as the licensee.

Please let me know if you have any other questions. Thank you,

*Victoria Trevino*

Administrative Specialist – Licensing Division  
Nebraska Liquor Control Commission  
(402) 471-4893  
(402) 471-2814 fax  
web: <http://www.lcc.nebraska.gov>



# Nebraska Liquor Control

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

## Application Copy

File Number: 21910

LICENSE TYPE Class D Beer, Wine, Spirits Off Sale Only	APPLICATION DATE RECEIVED 2024-07-08
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Balaji Petroleum	LICENSEE TYPE Corporation
DOING BUSINESS AS Dual Stope Columbus- 14th st	CORPORATE NUMBER
INCORPORATION DATE 2023-10-30	
CORRESPONDENCE ADDRESS 3417 14th st, Columbus, NE 68601	
MAILING ADDRESS 3417 14th st, Columbus, NE 68601	
PHYSICAL ADDRESS 3417 14th st, Columbus, NE 68601	
CONTACT NAME Maulin patel	PREFERRED CONTACT METHOD Email
CONTACT PHONE (712) 490-1210	ALTERNATE PHONE
FAX	EMAIL Maulinpatel93@gmail.com

**CORPORATE STRUCTURE**

<b>NAME</b>	<b>POSITION/TITLE</b>	<b>PARENT COMPANY</b>	<b>% INTEREST</b>
Maulin Patel	President		50
Lakhwinder singh	Member		50

**ADDITIONAL INFORMATION**

MARITAL STATUS

**Single**

MANAGED BY AGENT

**No**

PREMISES TYPE

**Convenience with Gas**

PREMISES NAME

**Dual stop columbus- 14th st**

OPERATOR

**Savan Patel**

CORPORATE LIMIT DESIGNATION

**Inside**

LEASE OR OWN

**Own**

PHYSICAL ADDRESS

**3417 14th St, Columbus, Nebraska, 68601**

MAILING ADDRESS

**3417 14th St, Columbus, Nebraska, 68601**

CONTACT NAME

**Maulin Patel**

PREFERRED CONTACT METHOD

**Email**

CONTACT PHONE

**(712) 490-1210**

ALTERNATE PHONE

FAX

EMAIL

**Maulinpatel93@gmail.com**

PREMISES MANAGER

Niraj Patel

PREMISES MANAGER EMAIL

Savanpatel1912@gmail.com

QUESTIONS

### **Class D Beer, Wine, Spirits Off S**

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.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

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.

49x30 building diagram attached in the next page with dispensers and canopy in the front.

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

No

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

Main floor, one floor

5. 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

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

No

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

No

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

It is open as a c store and have not sold any alcohol yet. Application was submitted but due to family emergency license was not picked up from city as owner was out of country due to death in family.

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

Yes

Dayspring Bank

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

No

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

No

12 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.

Cornerstone Bank

Savan Patel

Maulin patel

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

Yes

10 years experience selling alcohol

14 Are all individuals stated in this application over 21 years of age?

Yes

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

No

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	signed deed (1).pdf	
Lease / Deed / Purchase Agreement	signed buyer docs (1).pdf	
Premises Description & Diagram	0710093310_1.jpg	
Business Plan	BUSINESS PLAN.docx	
Fingerprint Submission	20240708_113105.jpg	
Fingerprint Submission	20240708_113100.jpg	
Fingerprint Submission	20240708_113111.jpg	

#### APPLICANT

savan patel

## 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.

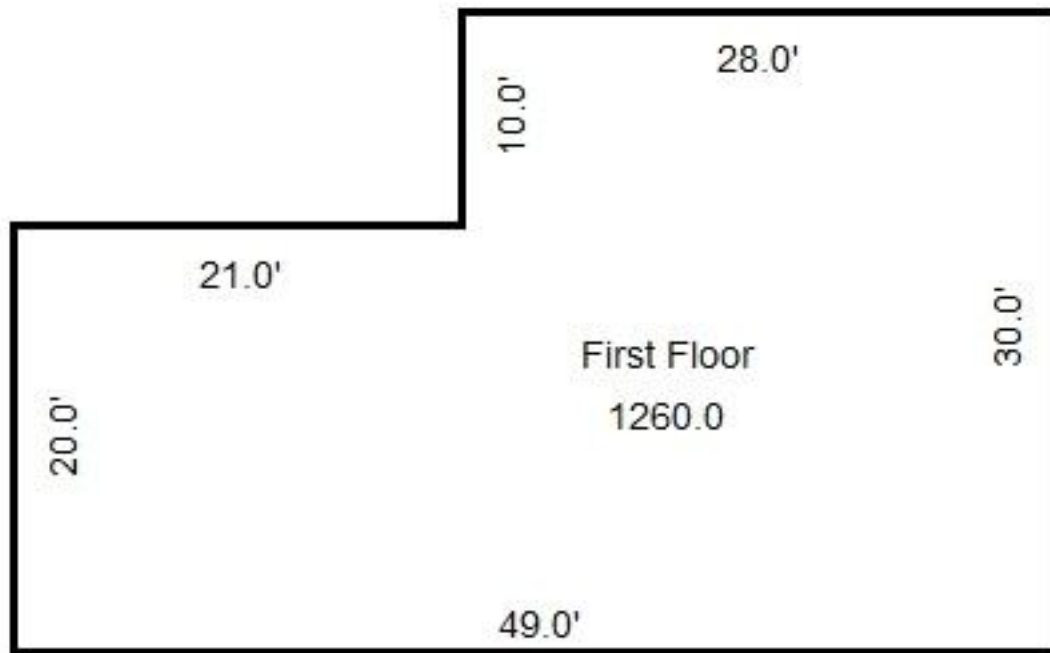
I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, 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.



# **BUSINESS PLAN- Balaji Petroleum**

Balaji Petroleum dba Dual Stope Columbus-14<sup>th</sup> st located at 3417 14<sup>th</sup> st, Columbus, NE will utilize the liquor license to increase revenue, currently we are only selling grocery and the liquor sales will help gain business revenue to operate and make the business profitable.

We will be taking all necessary measures along with all training necessary to make sure that all rules and regulations are followed as per the NLCC to make it a positive liquor selling location and abiding by the laws. Internally we will be doing monthly checks and training with the staff members on how to prevent and look out for fake ID's and whom to sell to and not to sell to.

# 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.

M.M. Patel  
Signature of **NON-PARTICIPATING SPOUSE**

Mexa Patel  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 7/16/2024 (date)

by Mexa Patel  
Name of person acknowledged  
(Individual signing document)

Saumil J Patel  
Notary Public Signature

M.P.  
Signature of **APPLICANT**

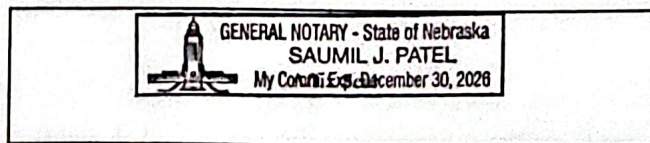
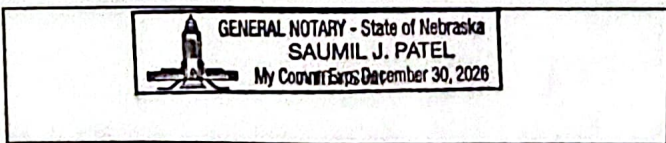
Maulin Patel  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 7/16/2024 (date)

by Maulin Patel  
Name of person acknowledged  
(Individual signing document)

Saumil J Patel  
Notary Public Signature



# 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.

Lakhwinder Kaur  
Signature of **NON-PARTICIPATING SPOUSE**

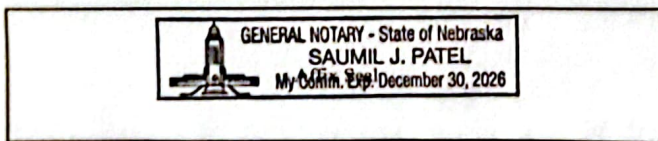
Lakhwinder Kaur  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 7/16/2024 (date)

by Lakhwinder Kaur  
Name of person acknowledged  
(Individual signing document)

Saumil J Patel  
Notary Public Signature



Lakhwinder Singh  
Signature of **APPLICANT**

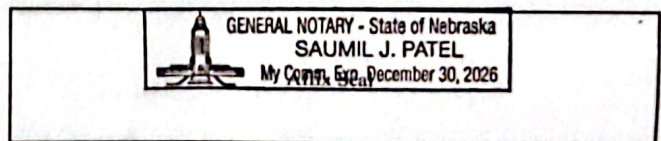
Lakhwinder Singh  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 7/16/2024 (date)

by Lakhwinder Singh  
Name of person acknowledged  
(Individual signing document)

Saumil J Patel  
Notary Public Signature



# 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.

JNPatel  
Signature of **NON-PARTICIPATING SPOUSE**

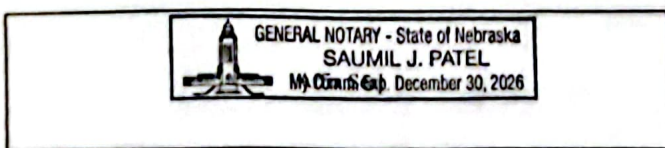
Jignasu Patel  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 7/16/2024 (date)

by Jignasu Patel  
Name of person acknowledged  
(Individual signing document)

Saumil J Patel  
Notary Public Signature



DPatel  
Signature of **APPLICANT**

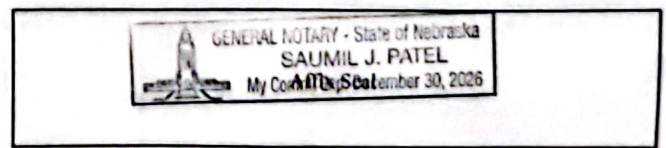
Nisaj Patel  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 7/16/2024 (date)

by Nisaj Patel  
Name of person acknowledged  
(Individual signing document)

Saumil J Patel  
Notary Public Signature



## BUSINESS PROPERTY LEASE

THIS LEASE is entered into this 1st day of November, 2023 between Korner Store Properties, LLC, a Nebraska limited liability company (hereinafter referred to as "Landlord"), and Balaji Petroleum, LLC, a Nebraska limited liability company (hereinafter referred to as "Tenant").

1. **PREMISES:** Landlord leases to Tenant the real property located at 3417 14th Street, Columbus, Nebraska 68601 (the "Premises"), as depicted in Exhibit A and containing approximately 31,033 square feet of area, on the following terms and conditions.

2. **TERM:** This Lease shall be for a term of thirty (30) years, beginning on the 30<sup>th</sup> day of May, 2023 (the "Commencement Date"), and ending on the 30th day of May, 2053, unless terminated earlier as provided in this Lease.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the expiration date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES:** The Premises are leased to Tenant for the purpose of operating a gas station and convenience store and for no other purpose. Tenant agrees that it shall occupy and use the Premises in strict compliance with the terms of this Lease and the rules and regulations for the Real Estate (as hereinafter defined) attached hereto as Exhibit B, as may be amended by Landlord from time to time upon notice to Tenant, and its use of the Premises shall not interfere with the rights of other tenants at the Real Estate. For purposes of this Agreement, "Real Estate" shall mean, the real estate of which the Premises are part, including parking areas and grounds. Tenant further agrees to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all accessibility and environmental laws. Tenant shall keep the Premises in a clean and sanitary condition, and shall take all reasonable actions necessary to prevent waste, damage, or injury to the Premises. Tenant shall not house, maintain, or otherwise keep pets or animals of any kind at or on the Premises without the written consent of the Landlord, which consent may be granted, conditioned, and withdrawn in Landlord's sole discretion. Any such withdrawal of Landlord's consent pursuant to the preceding sentence shall be made by Landlord upon notice to Tenant. Any failure to comply with the terms of any such consent or the withdrawal thereof following notice hereunder shall constitute a material breach of this Lease.

4. **RENT:** Tenant shall pay as rent to Landlord each month the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Tenant agrees to pay rent to Landlord: Korner Store Properties, LLC, 10708 M Street, Omaha, NE 68127, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month without offset or demand by Landlord. Rent for any partial month shall be prorated based upon the actual number of days in such month included within the Term. If the Commencement Date is other than the first day of the month, the initial payment of rent shall be due on the Commencement Date.

(a) **Late Payment and Penalty.** Landlord and Tenant agree that if Landlord does not receive rental payments or any other amounts due to Landlord hereunder on or before fifteen (15) days after the date the payment is due, Tenant shall pay to Landlord, as additional rent, a late charge equal to five percent (5%) of the overdue amount; and (b) interest on the delinquent amounts from the date due to the date paid. The late charge and interest may be waived in writing only by Landlord.

(b) **Tenant Obligations.** Except as otherwise provided herein, all Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid each month during the Term of this Lease. Accordingly, and except as otherwise provided in this Lease, all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the Term of this Lease including, without limitation, all costs and expenses of maintenance and repairs, insurance and taxes, shall be paid by Tenant. Landlord shall furnish no services to the Premises. Tenant shall pay when due, directly to the provider, all water, gas, electricity, sewer use fees and all other utility costs incurred at or chargeable to the Premises including, without limitation, all initial utility deposits and fees.

(c) **Security Deposit.** No security deposit will be required for this Lease.

5. **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant,

(b) identity and business character of the new tenant, and (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease, the rent and any other amount(s) due hereunder.

6. **TENANT'S IMPROVEMENTS:** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own agents and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the improvements will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon expiration or termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the expiration or termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

7. **MAINTENANCE, REPAIRS AND REPLACEMENTS:** Landlord shall (a) maintain the foundations and exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions), and if required by the proper governmental authorities, make modifications or replacements thereto, of the Real Estate, and (b) provide for roof replacement, but not repairs, of the Real Estate.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of, or breach of this Lease by, Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs or replacements or maintenance by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

Without limiting any of the foregoing, Tenant acknowledges and agrees it is necessary for Tenant to maintain appropriate temperature and moisture control at the Premises and to take all necessary measures, at Tenant's own cost, to prevent and retard mold, fungus, mildew, and other similar conditions from accumulating or occurring at the Premises. Tenant shall be solely responsible for any and all claims, losses and damages arising out of or caused by Tenant's breach of this subparagraph, including: (a) any repairs, replacements or damages to the Premises; (b) any repairs, replacements or damages to personal property; and (c) any personal injury or death to Tenant, other occupants of, and visitors to, the Premises.

8. **CONDITION OF PREMISES:** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs or alterations to the Premises. Tenant hereby acknowledges and agrees that it has inspected the Premises. By executing this Lease and taking possession of the Premises, Tenant hereby further acknowledges and agrees that the Premises were in good and satisfactory condition when possession was taken, fit for Tenant's occupancy and use and any alterations or modifications required to the Premises shall be the responsibility of Tenant. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with the terms of this Lease and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

9. **PERSONAL PROPERTY AT RISK OF TENANT:** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant, its agents or employees at the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

10. **LANDLORD'S RESERVED RIGHTS:** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.

(b) Install and maintain signs on the Real Estate.

(c) Have access to all mail chutes according to the rules of the United States Post Office Department.

(d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities as necessary.

(e) Possess passkeys to the Premises.

(f) Show the Premises to prospective tenants at reasonable times.

(g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, whether or not arising out of Tenant's breach of the terms of this Lease, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.

(h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

(i) Amend or modify any rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate.

**11. INSURANCE:** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, this waiver shall apply only when permitted by the applicable policy of insurance.

**12. INDEMNITY:** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees and filing costs, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the gross negligence of Landlord, its employees, or agents.

**13. LIABILITY INSURANCE:** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as an "Additional Insured" on a primary and non-contributory basis and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 including umbrella coverage for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. Auto insurance if applicable with at least \$1,000,000 in coverage limits and workers compensation coverage if applicable as required by law with minimum employers liability limits of \$500,000. All such insurance provided by Tenant shall be with a carrier that has an A- or better rating by A.M. Best. Tenants policies must and also give the Landlord a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the costs incurred by Landlord for such insurance. Landlord reserves the right to require certified copies of policies and/or endorsements.

**14. DAMAGE BY FIRE OR OTHER CASUALTY:** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause, except for damage for which Tenant is responsible

hereunder, so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord may elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term. Notwithstanding anything to the contrary contained in this paragraph, no election by Landlord hereunder shall be deemed a waiver or release of any right or remedy of Landlord to recover any damages, lost rent or other expenses for which Tenant is responsible pursuant to the terms of this Lease.

**15. CONDEMNATION:** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's permitted purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

**16. DEFAULT OR BREACH:** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed over all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

**17. EFFECT OF DEFAULT:** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the rent (including Tenant's Pro Rata Share of the Operating Expenses) due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value which sum shall be immediately due Landlord from Tenant;
- (c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made, and for the rent (including Tenant's Pro Rata Share of the Operating Expenses) due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph;
- (d) Landlord may increase the amount of the Security Deposit required of Tenant under Paragraph 4(c), which shall be paid by Tenant within five (5) days of Landlord's notice to Tenant requesting the same. Any increase in the amount of the Security Deposit shall be in Landlord's reasonable discretion.

**18. SURRENDER - HOLDING OVER:** Tenant shall, upon expiration or termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the expiration or termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two hundred percent (200%) the monthly rent specified in the Lease immediately before termination.

**19. SUBORDINATION AND ATTORNMENT:** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

If during the term of this Lease, Tenant, or Tenant's bank or lender, requests Landlord to execute and deliver a waiver and/or subordination of Landlord's rights under this Lease in and to any property or assets of the Tenant, Tenant hereby agrees to reimburse Landlord for its expenses incurred in connection with the execution and delivery of any such waiver and/or subordination agreement, including its reasonable attorney fees and legal expenses. Nothing herein shall obligate Landlord to execute or deliver any such waiver or subordination agreement and Landlord shall not be deemed in default of this Lease if any waiver or subordination agreement is not ultimately agreed to by Landlord.

**20. NOTICES:** Any notice or demands given hereunder shall be in writing and personally delivered or sent by certified mail, postage prepaid, at the following addresses or at such other address as either party may from time to time designate in writing:

Landlord:  
**Korner Store Properties, LLC**  
**c/o Maulin Patel**  
**10708 M Street**  
**Omaha, NE 68127**

Tenant:  
**Balaji Petroleum, LLC**  
**c/o Maulin Patel**  
**10708 M Street**  
**Omaha, NE 68127**

Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

**21. COMPLIANCE WITH ADA:** Tenant shall comply with and be responsible for all costs of complying with the Americans with Disabilities Act (ADA), the rules and regulations promulgated thereunder, and all other applicable laws, rules and regulations relating to accessibility within the Premises, including the making of any alterations and removal of barriers within the Premises. Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any claim that Tenant's occupancy or use of the Premises violates the ADA or other applicable laws, rules and regulations relating to accessibility.

**22. MISCELLANEOUS:**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

### 23. ENVIRONMENTAL REPRESENTATIONS AND COVENANTS; INDEMNITY.

Tenant agrees that it shall not at any time use the Premises in whole or in part to refine, produce, store, handle, transfer, process or transport any of the following in any manner which could result in contamination of the Premises or could result in any violation of or costs or liability under any Environmental Regulation: hazardous substances, pollutant or contaminant, hazardous waste, toxic chemical, hazardous chemical, hazardous material as those terms are defined herein and in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A § 9601 [14] and [33]), any so-called "Superfund" or "Superlien" law, or other applicable federal, state, or local statute, ordinance, rule or regulation, nor shall Tenant permit any release or threatened release of any Hazardous Substance on the Premises, nor shall Tenant install or permit the installation of any underground storage tanks in or about the Premises. As used herein the term "Hazardous Substance", shall mean urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any waste material or other substance which would subject the owner of the Premises to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials or substances. Tenant shall notify Landlord immediately upon receipt from any governmental entity or agency of any violation or alleged violation of any Environmental Regulation. Tenant covenants that it will not violate or permit the violation of any Environmental Regulation during the term of this Lease or any extension thereof.

Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any breach by Tenant of the terms of this paragraph.

### 24. ADDITIONAL PROVISIONS:

(a) **Extension Option.** If Tenant is not in default or breach under the terms of this Lease, Tenant shall have the right to extend this Lease for one (1) extension period of thirty (30) years, under the same terms and conditions, except that the Base Rent will be as designated in Section 4(a), above. Tenant must provide written notice to Landlord of its intent to exercise this option to extend at least six (6) months before the expiration of the initial term.

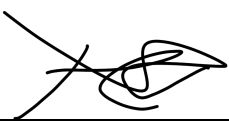
[Remainder of Page Intentionally Left Blank;

Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:  \_\_\_\_\_

By: Maulin Patel  
Its: President

TENANT:  \_\_\_\_\_

By: Maulin Patel  
Its: President

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

## EXHIBIT B

### RULES AND REGULATIONS

- (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Real Estate except with the prior written consent of Landlord. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Real Estate without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense.
- (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord.
- (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service.
- (d) Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.
- (e) No loudspeaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- (f) No auction, fire, "lost our lease", bankruptcy or other selling-out/closing-down sales shall be conducted in or on the Premises or Real Estate without the prior written consent of Landlord.
- (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods or items which in the sole discretion of the Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Real Estate. Upon Landlord's written request, Tenant shall promptly repair, replace or refurbish any signs, painting, letterings, or displays of Tenant on the Premises, that have, in the reasonable opinion of Landlord, fallen into disrepair or no longer meet or satisfy the aesthetic conditions or appearance of the Real Estate.
- (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas.
- (i) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated by Landlord. Tenant shall furnish Landlord with automobile license numbers assigned to Tenant's car or cars of Tenant's employees, and shall notify Landlord of any changes within five (5) days. In the event Tenant or its employees fail to park their cars in the designated parking areas as aforesaid, then Landlord at its option may charge Tenant \$10.00 a day (plus any administrative cost and liquidated damages) for each car parked in any area other than those designated.
- (j) Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.
- (k) Tenant shall not carry on any trade or occupation, operate any instruments, apparatus, or equipment, or use the Premises in any manner which emits an odor or causes a noise discernible outside of the Premises or which may be deemed offensive in nature.
- (l) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures.
- (m) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises or within six feet of any entrances to the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.

(n) Tenant shall not house, maintain, or otherwise keep pets or animals of any kind at or on the Premises without the written consent of the Landlord, which consent may be granted, conditioned, and withdrawn in Landlord's sole discretion.

7.B. Public hearing - Application from CBUS Hotels LLC dba Fairfield Inn and Townplace Suites for retail Class C liquor license located at 5912 Howard Blvd and Justin Martin 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, August 19, 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 CBUS Hotels LLC dba Fairfield Inn and Townplace Suites, 5912 Howard Blvd, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus  
Shuraya Choat, City Clerk

Publish 08:08:24  
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 *CS*

DATE: AUGUST 13, 2024

SUBJECT: FAIRFIELD INN & TOWNHOUSE SUITES  
(CBUS HOTELS LLC)  
5912 HOWARD BOULEVARD  
COLUMBUS, NEBRASKA

LIQUOR MANAGER: CRAIG FOREMAN

Fairfield Inn & Townhouse Suites (CBUS Hotels LLC) is a hotel 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.
- 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 three liquor licenses in the near vicinity of this location. One is at Harrah's Casino which is 0.1 miles away or a 1 minute walk, there is also Westbrook Lanes which is 0.8 miles away or a 17 minute walk, and there is also Cubby's which is 1.2 miles away or a 27 minute walk.

- 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: August 5, 2024

DUE DATE: August 5, 2024

Applicant CBUS Hotels LLC dba Fairfield Inn and Townplace Suites

Address 5912 Howard Blvd., Columbus, NE 68601

Legal Description Outlot F Wishbones 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: RR (future land use B-2)

South: MH (across Howard Blvd)

East: R-1 (north); RR (center) and B-2 (south)

West: B-2

General Neighborhood/Area Land Uses: Commercial, single family residential

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

Howard Boulevard/US Hwy 81 Expressway (south) and 63<sup>rd</sup> Avenue (west) Collector

Street Width and Profile:

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

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

Average Daily Traffic Count: Howard Blvd 8,700; 63<sup>rd</sup> Ave. 1,150 (projected opening day)



---

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: 17905

LICENSE TYPE Class C Spirits, Wine, Beer On and Off Sale	APPLICATION DATE RECEIVED 2024-06-17
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME CBUS Hotels, LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Fairfield Inn and Townplace Suites	CORPORATE NUMBER 2109279143
INCORPORATION DATE 2021-09-22	
CORRESPONDENCE ADDRESS 3558 38th Ave Columbus, Ne. 68601	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME craig foreman	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 910-1615	ALTERNATE PHONE
FAX	EMAIL craig@foremanlumber.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
craig m foreman	president		54
Cory Hall	member		20
Troy Langan	member		4
Roger Beckmann	member		1
Scott Harmeier	member		2
Luke Fendrick	member		1
Joe Sedlak	member		2
Benjamin Foreman	member		10
Ryan Tessendorf	member		4
Craig Schmidt	member		2

ADDITIONAL INFORMATION

<p>MARITAL STATUS</p> <p><b>Single</b></p>	
<p>MANAGED BY AGENT</p> <p><b>Yes</b></p>	
<p>AGENT NAME</p> <p><b>Trish Bell</b></p>	<p>AGENT TYPE</p> <p><b>Individual</b></p>
<p>BIRTHDATE</p>	<p>GENDER</p> <p><b>Female</b></p>
<p>SPOUSE</p>	<p>PREFERRED CONTACT METHOD</p> <p><b>Email</b></p>
<p>CONTACT PHONE</p> <p><b>(402) 434-3000</b></p>	<p>ALTERNATE PHONE</p>

FAX

EMAIL

[tbell@ohdbslaw.com](mailto:tbell@ohdbslaw.com)

CORRESPONDENCE ADDRESS

PO Box 82028  
Lincoln, Ne. 68501-2028

MAILING ADDRESS

PHYSICAL ADDRESS

PREMISES TYPE

Hotel/Motel/Lodging

PREMISES NAME

CBUS Hotels

OPERATOR

Justin Martin

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2046-12-20

PHYSICAL ADDRESS

5912 Howard Boulevard  
Columbus, Ne 68601

MAILING ADDRESS

CONTACT NAME

craig foreman

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 910-1615

ALTERNATE PHONE

FAX

EMAIL

[craig@foremanlumber.com](mailto:craig@foremanlumber.com)

PREMISES MANAGER

Justin Martin

PREMISES MANAGER EMAIL

[JMartin@midashospitality.com](mailto:JMartin@midashospitality.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)

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.

258x124

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

68x42

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.  
4 floors -- all being licensed
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?  
August 2024
10. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?  
Yes  
Bank of The Valley  
Pace Loan Group
11. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?  
Yes  
Convergence, the landowner  
Midas Hospitality, LLC -- see attached Management Agreement
12. Is anyone listed on this application a law enforcement officer?  
No

13 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

Craig M. Foreman

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

No

15 Are all individuals stated in this application over 21 years of age?

Yes

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

No

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

No

## DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	checklist-convictions.pdf	
Lease / Deed / Purchase Agreement	ground lease.pdf	
Business Plan	CBUS Business plan.doc	
Fingerprint Submission	prints-ID.pdf	
Corporation/LLC Structure	CBUS operating agreement.pdf	
Premises Description & Diagram	CBUS building.pdf	
Additional Document	Management Agreement.pdf	
Premises Description & Diagram	Additional Premises Diagram.pdf	

## APPLICANT

craig foreman

## 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.

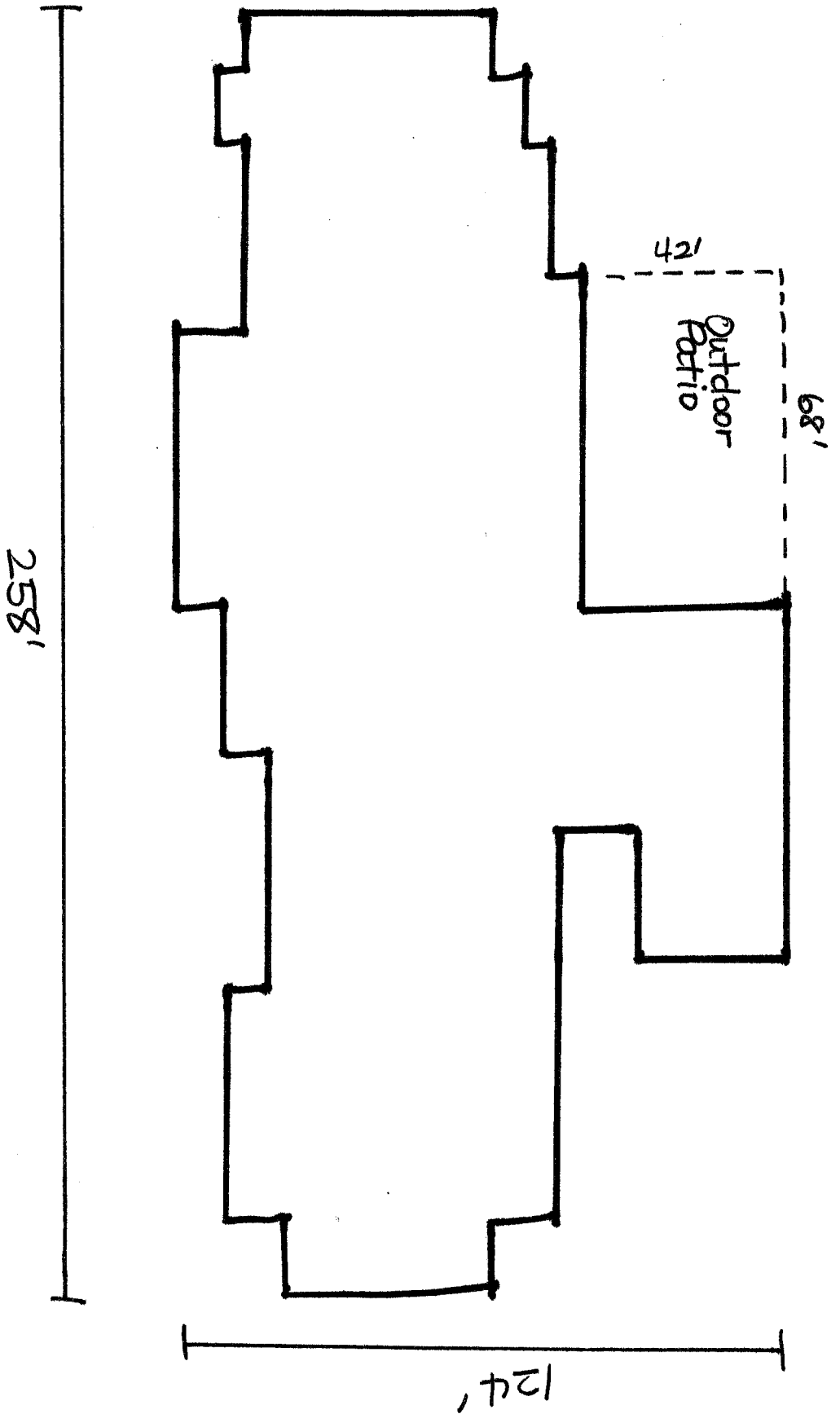
I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

**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.

## CBUS Hotels Business Plan

CBUS Hotels will be a branded Marriott hotel. Having 102 total rooms with a pool, exercise room, meeting space, and an outdoor area. It is next door and attached via a walkway to the Harrah's casino in Columbus, Ne. The alcohol sales will be in the market area next to the check-in desk. The hotel will be managed by Midas Hospitality, which is a preferred hospitality company from Marriott.

← North



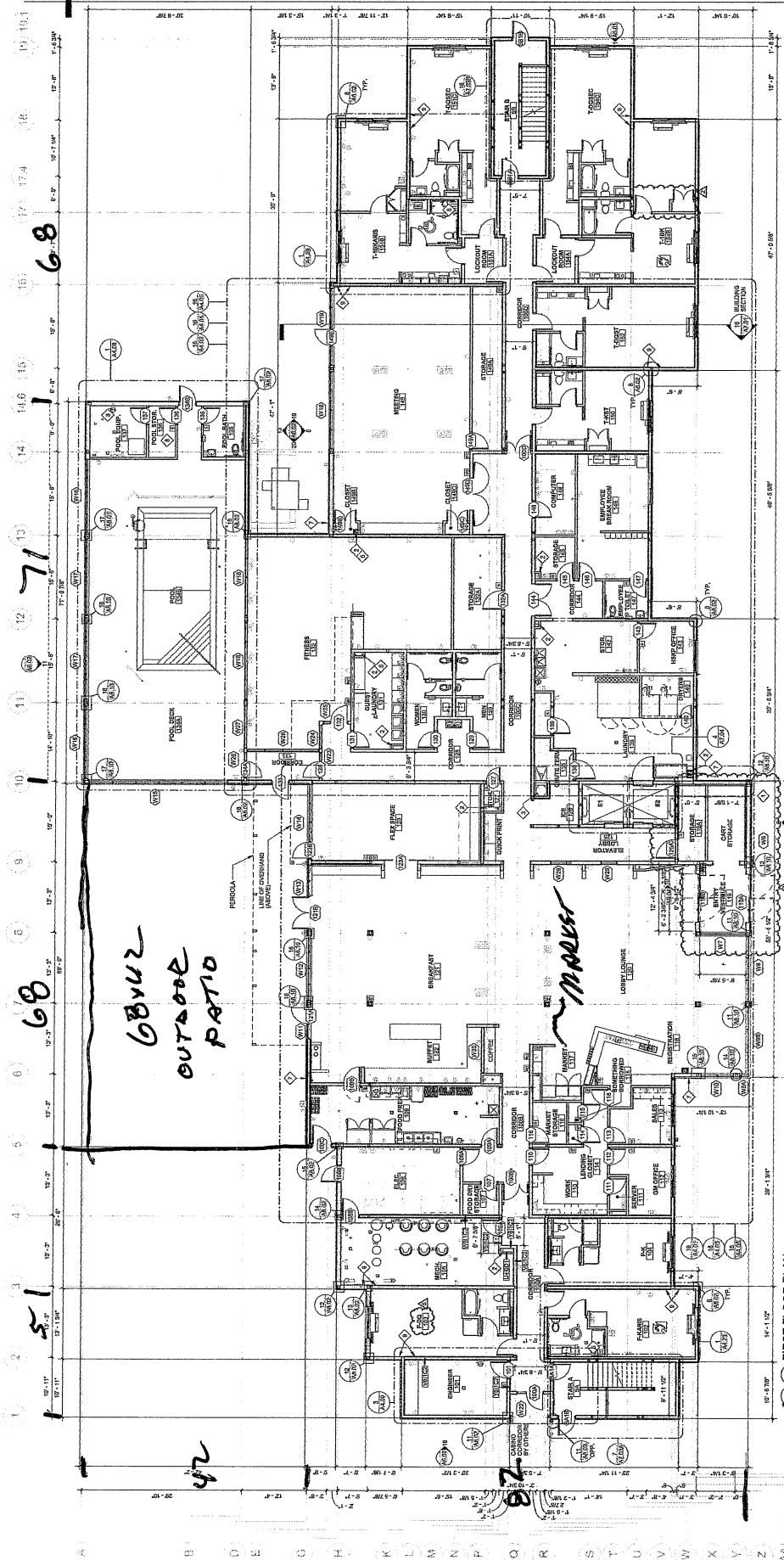
Contact: Amanda Helgim  
Produced By: Sara Wellman  
Reviewed By: Sara Wellman  
No. 1  
2  
3  
4  
5

Date: 06.03.22  
PROJECT: 2019-0001  
ADDENDUM 1  
PERMIT SET  
OWNER PLAN  
REVISIONS  
HQ UPDATE 06.01.2022

FAIRFIELD INN & SUITES / TOWNPLACE SUITES

Construction Documents For:

5912 Howard Blvd.  
Columbus, Nebraska 68601



FLOOR PLAN KEYED NOTES

- 1. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 2. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 3. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 4. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 5. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 6. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 7. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 8. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 9. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL
- 10. RISK-BIA - CORRELATION LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALL

FLOOR PLAN GENERAL NOTES

- A. THE PARTITION TYPES LISTED IN THE PARTITION SCHEDULE SHALL BE INSTALLED IN ACCORDANCE WITH THE PARTITION SCHEDULE AND THE PARTITION SCHEDULE SHALL BE USED TO DETERMINE THE PARTITION TYPES TO BE USED IN EACH ROOM.
- B. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- C. VERIFY THAT ALL PARTITIONS, BEARING WALLS AND COLLARS BEING AS SHOWN ON CONSTRUCTION ARE READY TO RECEIVE NEW PARTITIONS AS ALL EXISTING PARTITIONS WILL BE REMOVED AND NEW PARTITIONS WILL BE INSTALLED IN ACCORDANCE WITH THE PARTITION SCHEDULE AND THE PARTITION SCHEDULE SHALL BE USED TO DETERMINE THE PARTITION TYPES TO BE USED IN EACH ROOM.
- D. ALL FRAMING LAMBER IN CONTACT WITH CONCRETE SHALL BE TREATED.
- E. ALL FRAMING SHALL BE TO SPECIFICATIONS UNLESS OTHERWISE NOTED ON PLAN.
- F. ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF FINISHING OR MILLION UNLESS OTHERWISE NOTED.
- G. REFER TO DOOR SCHEDULE FOR SCHEDULE.
- H. REFER TO SCHEDULE FOR DOOR TYPES AND WINDOW TYPES.
- I. DOORS SHALL BE LOCATED 4" FROM PERPENDICULAR WALL AT HINGE AND TYPICAL UNLESS NOTED OTHERWISE.
- J. VERIFY THE LOCATION OF ALL PARTITIONS AND WALLS AGAINST THE PARTITION SCHEDULE AND THE PARTITION SCHEDULE SHALL BE USED TO DETERMINE THE PARTITION TYPES TO BE USED IN EACH ROOM.
- K. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- L. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- M. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- N. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- O. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- P. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- Q. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- R. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- S. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- T. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- U. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- V. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- W. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- X. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- Y. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- Z. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- AA. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- BB. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- CC. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- DD. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
- EE. REFER TO LIFE SAFETY PLANS FOR MORE INFORMATION ON RATED WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.

FIRST FLOOR PLAN

NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...
21	...
22	...
23	...
24	...
25	...
26	...
27	...
28	...
29	...
30	...
31	...
32	...
33	...
34	...
35	...
36	...
37	...
38	...
39	...
40	...
41	...
42	...
43	...
44	...
45	...
46	...
47	...
48	...
49	...
50	...
51	...
52	...
53	...
54	...
55	...
56	...
57	...
58	...
59	...
60	...
61	...
62	...
63	...
64	...
65	...
66	...
67	...
68	...
69	...
70	...
71	...
72	...
73	...
74	...
75	...
76	...
77	...
78	...
79	...
80	...
81	...
82	...
83	...
84	...
85	...
86	...
87	...
88	...
89	...
90	...
91	...
92	...
93	...
94	...
95	...
96	...
97	...
98	...
99	...
100	...

# FAIRFIELD INN & SUITES / TOWNPLACE SUITES

Construction Documents For

5972 Howard Blvd.  
Columbus, Nebraska 68901

**GRAY DESIGN GROUP**  
2301 North 130th Street, Suite 201  
Lincoln, Nebraska 68505  
901 South 10th Street, Suite 110  
Salt Lake, Missouri 65113  
Telephone 314.683.0020  
www.graydesigngroup.com

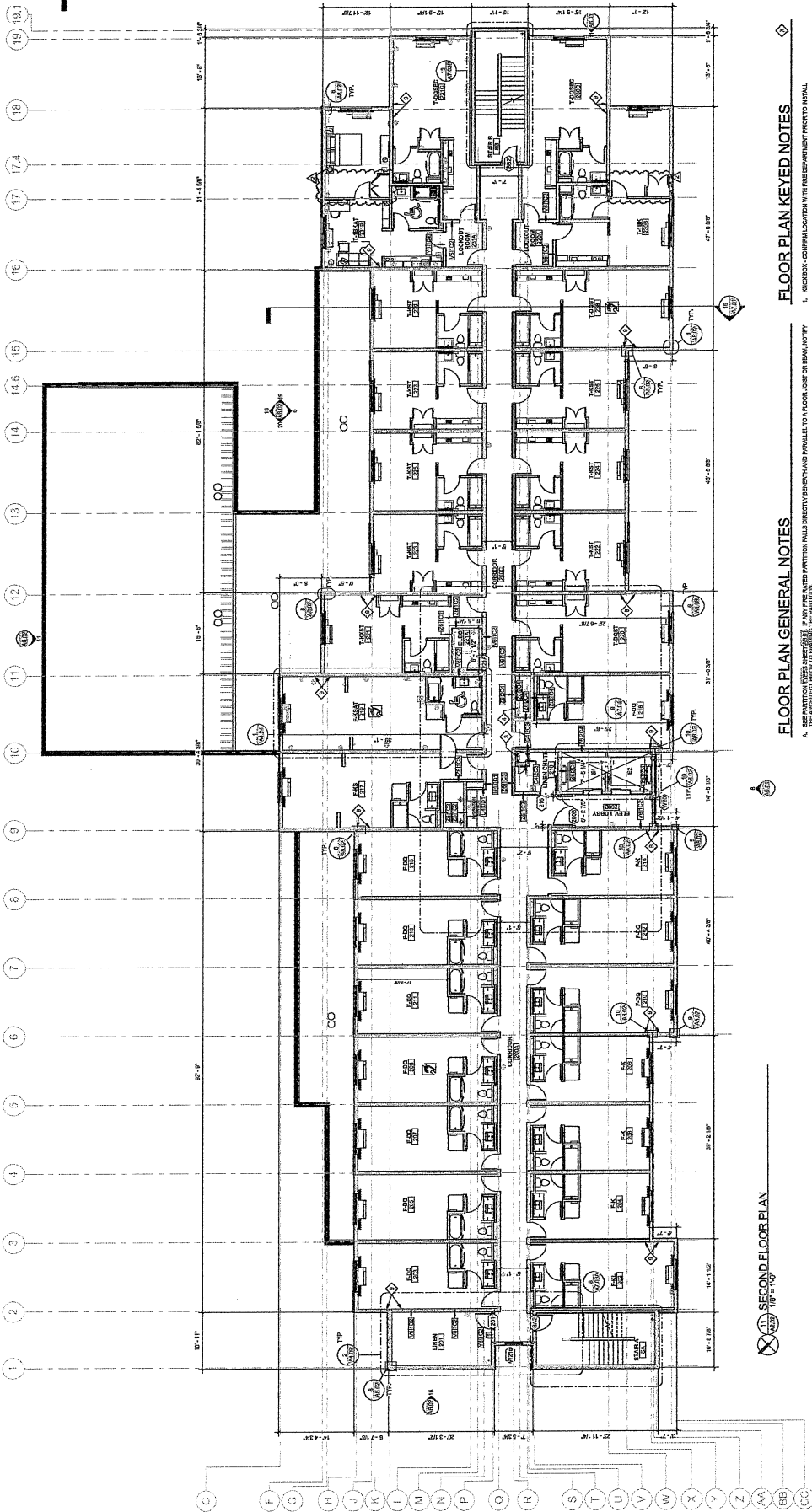
**Contract:** Amanda Heiglin  
**Produced By:** Sara Wellman  
**Reviewed By:** Sara Wellman  
**Date:** 08.03.2022  
**Description:** MARRIOTT 57K  
ADDENDUM 1 07.20.2022  
ADDENDUM 2 07.20.2022  
ADDENDUM 2 01.30.2023



**gray**  
DESIGN GROUP

Job: 20121505.00  
A2.02

2ND FLOOR PLAN



## FLOOR PLAN KEYED NOTES

1. INDICATE CORNER LOCATION WITH FIRE DEPARTMENT PRIOR TO DEMOLITION.
2. EXISTING WALLS TO BE CLAYED AND INSURED CEILING.
3. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
4. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
5. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
6. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
7. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
8. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
9. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
10. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
11. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
12. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
13. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
14. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
15. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
16. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
17. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
18. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
19. 2X10 RAFTERS SPACED AT 16" ON CENTER. EXISTING ROOF IS READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.

## FLOOR PLAN GENERAL NOTES

- A. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- B. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- C. VERIFY THAT ALL PARTITIONS, BUILDING CORE WALLS AND COLUMNS SHOWN AS EXISTING CONSTRUCTION ARE READY TO RECEIVE NEW FINISHES. ALL EXISTING FINISHES TO REMAIN UNLESS OTHERWISE NOTED. PROVIDE NEW FINISHES TO MATCH EXISTING.
- D. ALL FINISHES TO BE IN CONTACT WITH CONCRETE SHALL BE TYPED.
- E. ALL FINISHES SHALL BE IN CONTACT WITH CONCRETE SHALL BE TYPED.
- F. ALL DOOR AND WINDOW TYPES AND WINDOW TYPES.
- G. ALL DOOR AND WINDOW TYPES AND WINDOW TYPES.
- H. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- I. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- J. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- K. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- L. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- M. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- N. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- O. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- P. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- Q. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- R. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- S. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- T. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- U. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- V. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- W. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- X. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- Y. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- Z. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- AA. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.
- BB. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- CC. REFER TO MECHANICAL SPECIFICATIONS FOR MECHANICAL REQUIREMENTS.

## SECOND FLOOR PLAN

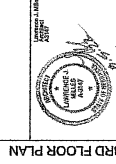
NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/03/2022	AW	AW
2	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
3	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
4	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
5	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
6	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
7	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
8	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
9	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
10	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
11	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
12	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
13	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
14	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
15	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
16	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
17	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
18	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
19	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW
20	ISSUED FOR CONSTRUCTION	07/20/2022	AW	AW

Contact: Amanda Holman  
 Prepared By: Sam Wellman  
 Reviewed By: Sara Wellman  
 Description: MARRIOTT 50%  
 No. 1 ADDENDUM 1  
 2 ADDENDUM 2  
 Date: 08.03.2022  
 07.29.2022  
 08.03.2022  
 01.30.2023

# FARFIELD INN & SUITES / TOWNPLACE SUITES

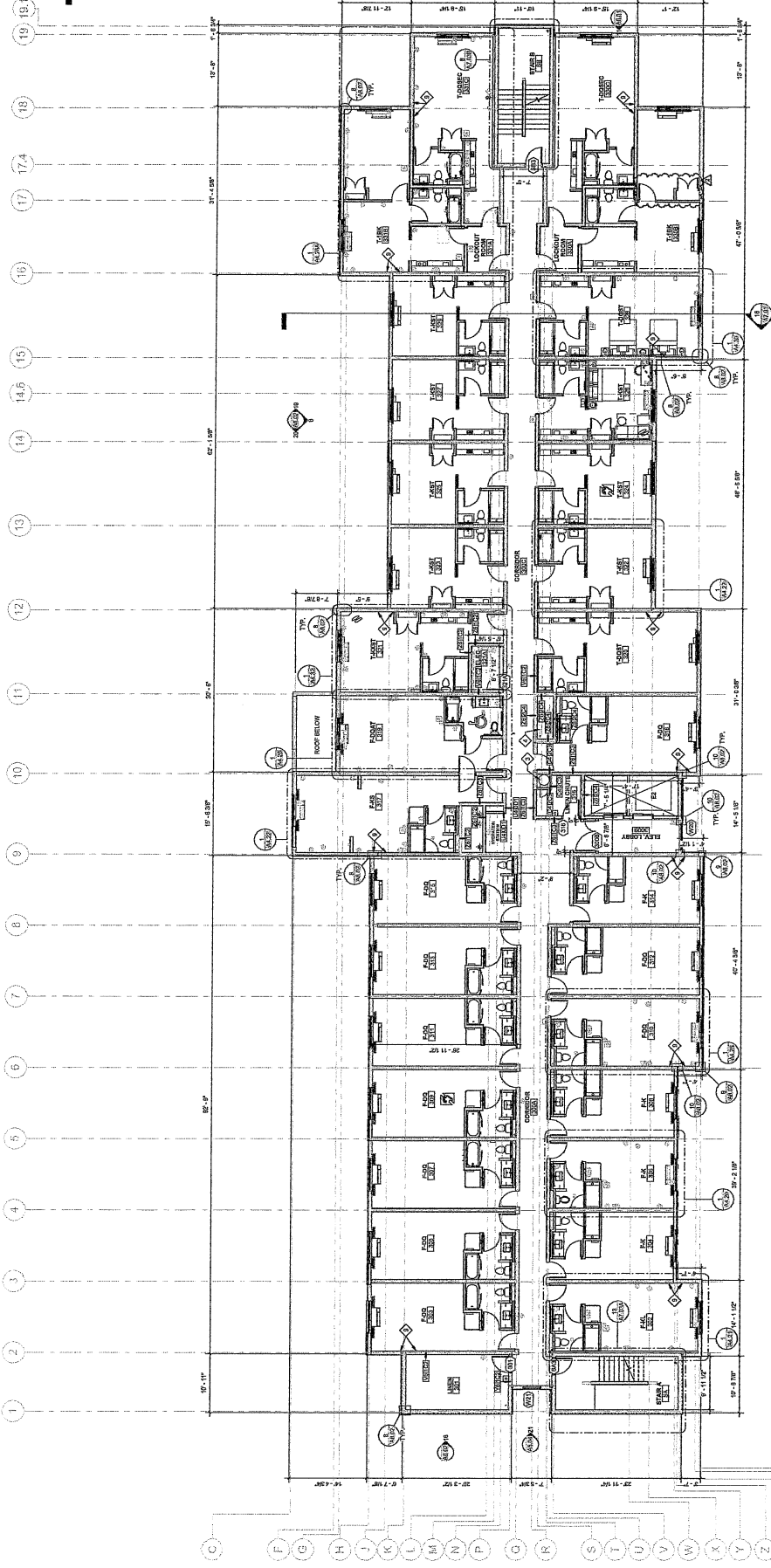
5912 Howard Blvd.  
 Columbia, Nebraska 68001

Construction Documents For



**gray**

## 3RD FLOOR PLAN



### FLOOR PLAN KEYED NOTES

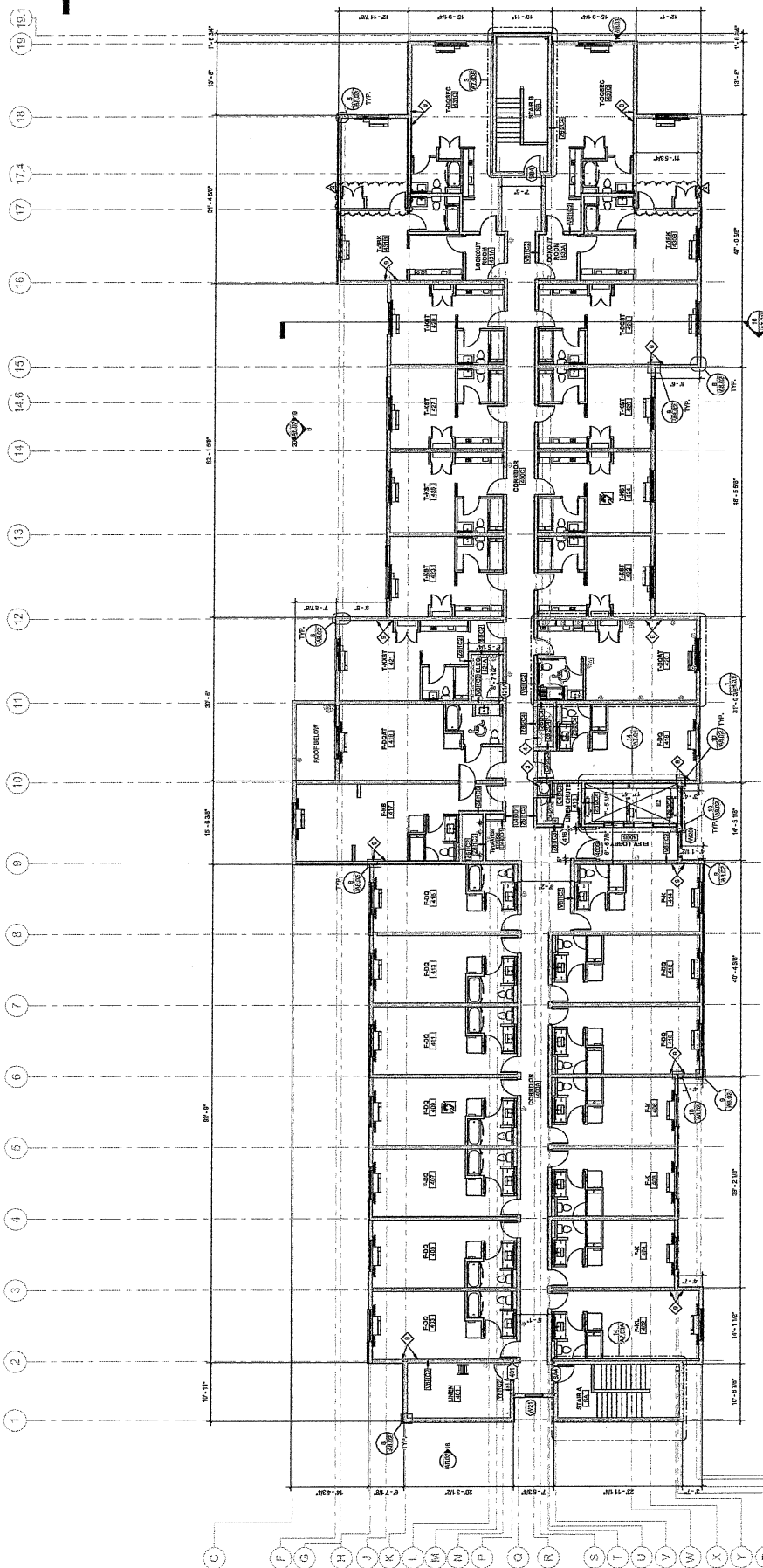
1. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
2. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
3. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
4. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
5. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
6. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
7. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
8. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
9. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
10. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
11. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
12. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
13. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
14. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
15. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
16. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
17. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
18. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
19. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.

### FLOOR PLAN GENERAL NOTES

- A. THE ARCHITECT HAS BEEN ADVISED BY THE MANUFACTURER THAT THE PRODUCT IS NOT SUITABLE FOR USE IN CONTACT WITH CONCRETE OR MASONRY.
- B. REFER TO THE ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON THE PRODUCT'S INSTALLATION AND MAINTENANCE REQUIREMENTS.
- C. VERIFY THAT ALL MATERIALS, FINISHES AND DIMENSIONS SHOWN ON THIS DRAWING ARE SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY TO THE ARCHITECT.
- D. ALL FRAMING LAMEN IN CONTACT WITH CONCRETE SHALL BE TREATED.
- E. ALL ANGLES SHALL BE 90 DEGREES UNLESS OTHERWISE NOTED ON PLAN.
- F. ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF FINISHING UNLESS OTHERWISE NOTED ON PLAN.
- G. ALL DIMENSIONS TO BE 1/8" TOLERANCE UNLESS OTHERWISE SPECIFIED ON PLAN.
- H. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON THE PRODUCT'S INSTALLATION AND MAINTENANCE REQUIREMENTS.
- I. DOORS SHALL BE SET INTO DOOR THRESHOLD AND SHALL BE SET INTO DOOR THRESHOLD.
- J. PROVIDE AND INSTALL PRE-FINISHED WOOD BLOCKING IN WALL CHASES UNLESS OTHERWISE NOTED OTHERWISE. VERIFY ALL APPLICABLE DIMENSIONS BEFORE PROCEEDING WITH WALLWORK CONSTRUCTION.
- K. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON THE PRODUCT'S INSTALLATION AND MAINTENANCE REQUIREMENTS.
- L. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- M. GULFERS, SWITCHES AND DIMMER SWITCHES SHALL NOT BE MOUNTED BACK TO BACK IN SET AND TO GULFERS PARTITION. DO NOT FACE IN THE SAME END CAVITY IF POSSIBLE. PROVIDE ACCESS TO THE GULFER FROM THE WALL.
- N. COORDINATE ALL PLUMBING CLEAN OUT LOCATIONS WITH ARCHITECT PRIOR TO INSTALLATION.
- O. INSTALL ALL DOWNSPUTS THAT RUN VERTICALLY THROUGH THE BUILDING.
- P. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON THE PRODUCT'S INSTALLATION AND MAINTENANCE REQUIREMENTS.
- Q. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON THE PRODUCT'S INSTALLATION AND MAINTENANCE REQUIREMENTS.
- R. GULFERS, DIMMER SWITCHES AND SWITCHES SHALL BE SET INTO DOOR THRESHOLD AND SHALL BE SET INTO DOOR THRESHOLD.
- S. DOORS THAT OPEN INTO ENTRY ACCESS CORRIDORS SHALL BE SELF-CLOSING AND SELF-LATCHING.
- T. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- U. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- V. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- W. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- X. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- Y. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- Z. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- AA. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- AB. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.
- AC. HATCH - CONFIRM LOCATION WITH REE DEPARTMENT PRIOR TO INSTALL.

### THIRD FLOOR PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/03/2022
2	ISSUED FOR PERMIT	08/03/2022
3	ISSUED FOR PERMIT	08/03/2022
4	ISSUED FOR PERMIT	08/03/2022
5	ISSUED FOR PERMIT	08/03/2022
6	ISSUED FOR PERMIT	08/03/2022
7	ISSUED FOR PERMIT	08/03/2022
8	ISSUED FOR PERMIT	08/03/2022
9	ISSUED FOR PERMIT	08/03/2022
10	ISSUED FOR PERMIT	08/03/2022
11	ISSUED FOR PERMIT	08/03/2022
12	ISSUED FOR PERMIT	08/03/2022
13	ISSUED FOR PERMIT	08/03/2022
14	ISSUED FOR PERMIT	08/03/2022
15	ISSUED FOR PERMIT	08/03/2022
16	ISSUED FOR PERMIT	08/03/2022
17	ISSUED FOR PERMIT	08/03/2022
18	ISSUED FOR PERMIT	08/03/2022
19	ISSUED FOR PERMIT	08/03/2022
20	ISSUED FOR PERMIT	08/03/2022
21	ISSUED FOR PERMIT	08/03/2022
22	ISSUED FOR PERMIT	08/03/2022
23	ISSUED FOR PERMIT	08/03/2022
24	ISSUED FOR PERMIT	08/03/2022
25	ISSUED FOR PERMIT	08/03/2022
26	ISSUED FOR PERMIT	08/03/2022
27	ISSUED FOR PERMIT	08/03/2022
28	ISSUED FOR PERMIT	08/03/2022
29	ISSUED FOR PERMIT	08/03/2022
30	ISSUED FOR PERMIT	08/03/2022
31	ISSUED FOR PERMIT	08/03/2022
32	ISSUED FOR PERMIT	08/03/2022
33	ISSUED FOR PERMIT	08/03/2022
34	ISSUED FOR PERMIT	08/03/2022
35	ISSUED FOR PERMIT	08/03/2022
36	ISSUED FOR PERMIT	08/03/2022
37	ISSUED FOR PERMIT	08/03/2022
38	ISSUED FOR PERMIT	08/03/2022
39	ISSUED FOR PERMIT	08/03/2022
40	ISSUED FOR PERMIT	08/03/2022
41	ISSUED FOR PERMIT	08/03/2022
42	ISSUED FOR PERMIT	08/03/2022
43	ISSUED FOR PERMIT	08/03/2022
44	ISSUED FOR PERMIT	08/03/2022
45	ISSUED FOR PERMIT	08/03/2022
46	ISSUED FOR PERMIT	08/03/2022
47	ISSUED FOR PERMIT	08/03/2022
48	ISSUED FOR PERMIT	08/03/2022
49	ISSUED FOR PERMIT	08/03/2022
50	ISSUED FOR PERMIT	08/03/2022
51	ISSUED FOR PERMIT	08/03/2022
52	ISSUED FOR PERMIT	08/03/2022
53	ISSUED FOR PERMIT	08/03/2022
54	ISSUED FOR PERMIT	08/03/2022
55	ISSUED FOR PERMIT	08/03/2022
56	ISSUED FOR PERMIT	08/03/2022
57	ISSUED FOR PERMIT	08/03/2022
58	ISSUED FOR PERMIT	08/03/2022
59	ISSUED FOR PERMIT	08/03/2022
60	ISSUED FOR PERMIT	08/03/2022
61	ISSUED FOR PERMIT	08/03/2022
62	ISSUED FOR PERMIT	08/03/2022
63	ISSUED FOR PERMIT	08/03/2022
64	ISSUED FOR PERMIT	08/03/2022
65	ISSUED FOR PERMIT	08/03/2022
66	ISSUED FOR PERMIT	08/03/2022
67	ISSUED FOR PERMIT	08/03/2022
68	ISSUED FOR PERMIT	08/03/2022
69	ISSUED FOR PERMIT	08/03/2022
70	ISSUED FOR PERMIT	08/03/2022
71	ISSUED FOR PERMIT	08/03/2022
72	ISSUED FOR PERMIT	08/03/2022
73	ISSUED FOR PERMIT	08/03/2022
74	ISSUED FOR PERMIT	08/03/2022
75	ISSUED FOR PERMIT	08/03/2022
76	ISSUED FOR PERMIT	08/03/2022
77	ISSUED FOR PERMIT	08/03/2022
78	ISSUED FOR PERMIT	08/03/2022
79	ISSUED FOR PERMIT	08/03/2022
80	ISSUED FOR PERMIT	08/03/2022
81	ISSUED FOR PERMIT	08/03/2022
82	ISSUED FOR PERMIT	08/03/2022
83	ISSUED FOR PERMIT	08/03/2022
84	ISSUED FOR PERMIT	08/03/2022
85	ISSUED FOR PERMIT	08/03/2022
86	ISSUED FOR PERMIT	08/03/2022
87	ISSUED FOR PERMIT	08/03/2022
88	ISSUED FOR PERMIT	08/03/2022
89	ISSUED FOR PERMIT	08/03/2022
90	ISSUED FOR PERMIT	08/03/2022
91	ISSUED FOR PERMIT	08/03/2022
92	ISSUED FOR PERMIT	08/03/2022
93	ISSUED FOR PERMIT	08/03/2022
94	ISSUED FOR PERMIT	08/03/2022
95	ISSUED FOR PERMIT	08/03/2022
96	ISSUED FOR PERMIT	08/03/2022
97	ISSUED FOR PERMIT	08/03/2022
98	ISSUED FOR PERMIT	08/03/2022
99	ISSUED FOR PERMIT	08/03/2022
100	ISSUED FOR PERMIT	08/03/2022



**FLOOR PLAN KEYED NOTES**

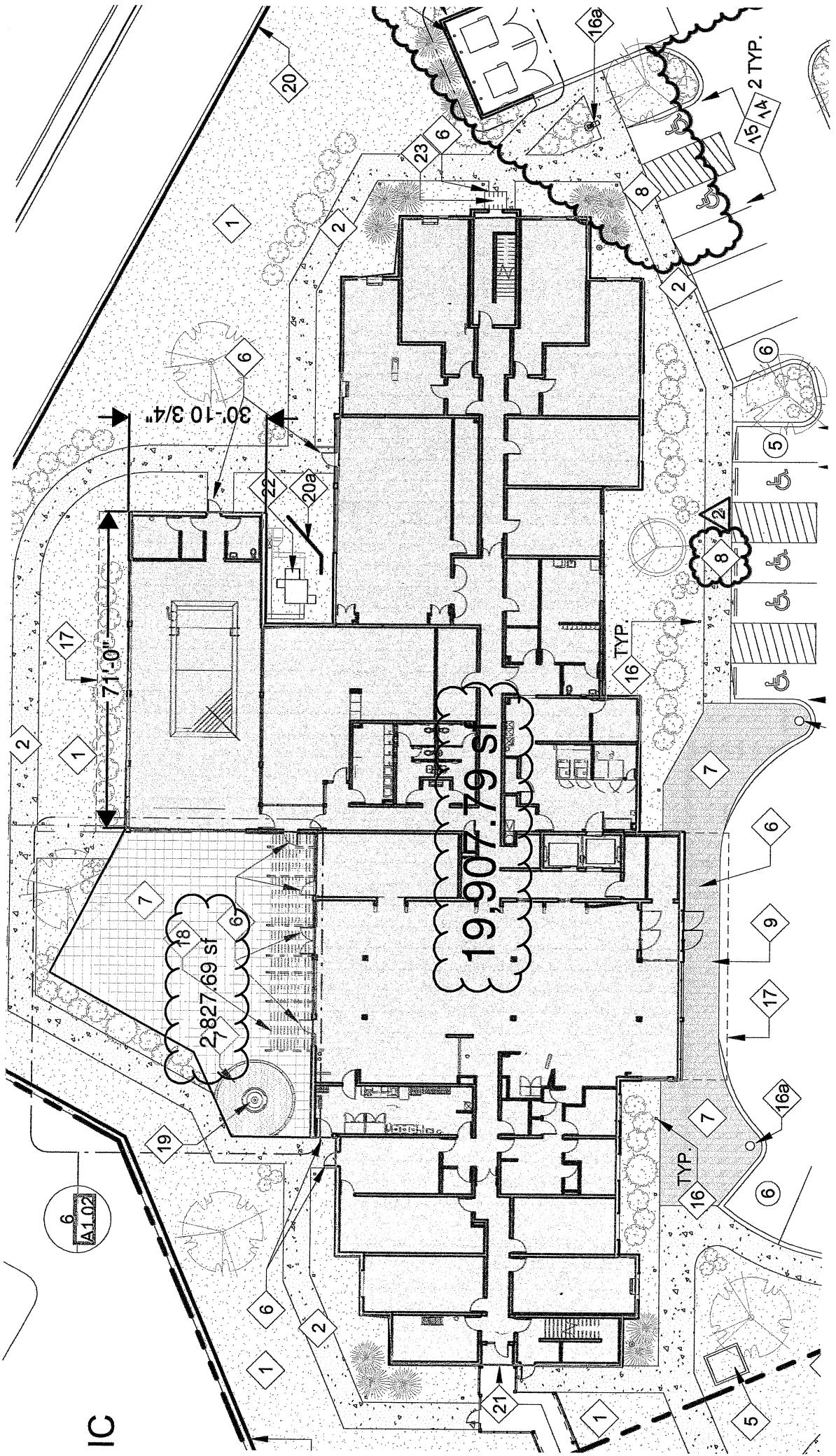
1. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
2. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
3. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
4. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
5. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
6. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
7. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
8. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
9. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
10. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
11. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
12. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
13. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
14. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
15. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
16. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
17. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.
18. FINISH - CORRIDOR LOCATIONS WITH THIS FINISH PERMIT TO INSTALL.

**FLOOR PLAN GENERAL NOTES**

1. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
2. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
3. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
4. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
5. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
6. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
7. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
8. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
9. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
10. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
11. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
12. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
13. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
14. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
15. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
16. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
17. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
18. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
19. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.
20. REFER TO ARCHITECT'S GENERAL NOTES FOR MORE INFORMATION ON PARTITION WALL LOCATIONS AND RATED COLUMN REQUIREMENTS.

**FOURTH FLOOR PLAN**

NO.	DATE	DESCRIPTION
1	06/03/2022	PERMIT SET
2	01/30/2023	APPENDIX 2



IC

# Nebraska Secretary of State

## CBUS HOTELS, LLC

Tue Jul 30 16:39:29 2024

**SOS Account Number**

2109279143

**Status**

Active

**Principal Office Address**

3558 38TH AVE  
COLUMBUS, NE 68601  
USA

**Registered Agent and Office Address**

CRAIG M. FOREMAN  
3558 38TH AVENUE  
COLUMBUS, NE 68601

**Designated Office Address**

3558 38TH AVENUE  
COLUMBUS, NE 68601

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Sep 22 2021

**Next Report Due Date**

Jan 01 2025

### Filed Documents

Filed documents for CBUS HOTELS, 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	Sep 22 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Nov 22 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Jan 18 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### 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](#)

GROUND LEASE

between

CONVERGENCE L.L.C.

as Landlord

and

CBUS HOTELS, LLC

as Tenant

dated November 30, 2021 (“Effective Date”)

<b>ARTICLE 1 LEASE OF PROPERTY .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1.1    LAND LEASED.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1.2    PREMISES DEFINED.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1.3    ACCEPTANCE OF PREMISES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1.4    RIGHTS RESERVED BY LANDLORD .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE 2 TERM OF LEASE .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.1    ORIGINAL TERM .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.2    EXTENSION TERMS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.3    TERM.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE 3 RENT.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.1    RENT COMMENCEMENT DATE AND LEASE YEAR DEFINED.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.2    BASE RENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.3    ADDITIONAL RENT AND RENT DEFINED .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.4    PAYMENT OF RENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.5    NO ABATEMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
3.6    LATE CHARGE; DEFAULT INTEREST.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE 4 TAXES, EXPENSES, UTILITIES, NET LEASE .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
4.1    REAL ESTATE TAXES AND ASSESSMENTS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
4.2    RENTAL TAXES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
4.3    PERSONAL PROPERTY TAXES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
4.4    UTILITIES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
4.5    OTHER EXPENSES – NET LEASE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE 5 CONSTRUCTION AND IMPROVEMENTS ...</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.1    CONSTRUCTION OF NEW IMPROVEMENTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.2    ALTERATIONS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.3    CONSTRUCTION STANDARDS AND LIENS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.4    TENANT’S EQUIPMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.5    OWNERSHIP OF IMPROVEMENTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.6    APPROVAL OF PLANS AND SPECIFICATIONS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.7    INSPECTION ACTIVITIES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.8    PERMITS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.9    PROOF OF COMPLIANCE.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
5.10   SIGNAGE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE 6 USE, MAINTENANCE, AND REPAIRS .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
6.1    PERMITTED USE.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
6.2    MAINTENANCE AND REPAIRS OF PREMISES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
6.3    SANITATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE 7 INSURANCE AND INDEMNITY.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
7.1    INSURANCE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
7.2    WAIVER OF SUBROGATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
7.3    INDEMNITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

7.4	WAIVER OF LIABILITY .....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 8 CASUALTY.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
8.1	OBLIGATION TO REPAIR .....	ERROR! BOOKMARK NOT DEFINED.
8.2	ELECTION TO TERMINATE .....	ERROR! BOOKMARK NOT DEFINED.
8.3	APPLICATION OF INSURANCE PROCEEDS.....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 9 CONDEMNATION.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
9.1	TOTAL TAKING .....	ERROR! BOOKMARK NOT DEFINED.
9.2	PARTIAL TAKING .....	ERROR! BOOKMARK NOT DEFINED.
9.3	AWARD ON PARTIAL TAKING.....	ERROR! BOOKMARK NOT DEFINED.
9.4	TEMPORARY TAKING.....	ERROR! BOOKMARK NOT DEFINED.
9.5	NOTICE OF TAKING, COOPERATION.....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 10 ASSIGNMENT AND SUBLETTING.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
10.1	TENANT'S RIGHT TO ASSIGN OR SUBLEASE.....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 11 ENVIRONMENTAL PROVISIONS.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
11.1	DEFINITIONS .....	ERROR! BOOKMARK NOT DEFINED.
11.2	TENANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS .....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 12 DEFAULTS AND REMEDIES.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
12.1	TENANT'S DEFAULT .....	ERROR! BOOKMARK NOT DEFINED.
12.2	LANDLORD'S REMEDIES .....	ERROR! BOOKMARK NOT DEFINED.
12.3	REMEDIES CUMULATIVE .....	ERROR! BOOKMARK NOT DEFINED.
12.4	NO ACCEPTANCE OF SURRENDER .....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 13 SUBORDINATION/ATTORNMEN T.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
13.1	SUBORDINATION OF LEASE .....	ERROR! BOOKMARK NOT DEFINED.
13.2	SUCCESSOR LIABILITY.....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 14 ADDITIONAL PROVISIONS .....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.1	RESERVED.....	ERROR! BOOKMARK NOT DEFINED.
14.2	NOTICES.....	ERROR! BOOKMARK NOT DEFINED.
14.3	MODIFICATION AND NON WAIVER.....	ERROR! BOOKMARK NOT DEFINED.
14.4	GOVERNING LAW .....	ERROR! BOOKMARK NOT DEFINED.
14.5	NUMBER AND GENDER; CAPTION; REFERENCES.....	ERROR! BOOKMARK NOT DEFINED.
14.6	ESTOPPEL CERTIFICATE.....	ERROR! BOOKMARK NOT DEFINED.
14.7	EXHIBITS.....	ERROR! BOOKMARK NOT DEFINED.
14.8	SEVERABILITY .....	ERROR! BOOKMARK NOT DEFINED.
14.9	ATTORNEY FEES .....	ERROR! BOOKMARK NOT DEFINED.
14.10	SURRENDER OF PREMISES; HOLDING OVER.....	ERROR! BOOKMARK NOT DEFINED.
14.11	NO PARTNERSHIP.....	ERROR! BOOKMARK NOT DEFINED.
14.12	FORCE MAJEURE.....	ERROR! BOOKMARK NOT DEFINED.
14.13	ENTIRE AGREEMENT.....	ERROR! BOOKMARK NOT DEFINED.
14.14	SUCCESSORS AND ASSIGNS .....	ERROR! BOOKMARK NOT DEFINED.
14.15	NO THIRD PARTIES BENEFITTED .....	ERROR! BOOKMARK NOT DEFINED.
14.16	SURVIVAL .....	ERROR! BOOKMARK NOT DEFINED.
14.17	NO ACCORD AND SATISFACTION.....	ERROR! BOOKMARK NOT DEFINED.
14.18	LANDLORD AND TENANT DEFINED .....	ERROR! BOOKMARK NOT DEFINED.

14.19	COMMISSIONS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.20	AUTHORITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.21	TIME OF ESSENCE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.22	BUSINESS DAYS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.23	REMEDIES CUMULATIVE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.24	SALE OF PREMISES.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.25	NO RECORDING OF LEASE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.26	COVENANTS AND CONDITIONS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.27	LIMITATION ON LANDLORD'S LIABILITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.28	CERTAIN WAIVERS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.29	CONSENT BY LANDLORD .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.30	LIMITATION ON WAIVER .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.31	ADMINISTRATIVE CHARGE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.32	OFFICE OF FOREIGN ASSETS CONTROL CERTIFICATION ....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.33	QUIET ENJOYMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14.34	SALES REPORTING .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

## GROUND LEASE

**THIS GROUND LEASE (“Lease”)** is entered into as of November \_\_, 2021 (“**Effective Date**”) by and between **CONVERGENCE L.L.C.**, a Nebraska limited liability company (“**Landlord**”), and **CBUS HOTELS, LLC**, a Nebraska limited liability company (“**Tenant**”).

## BACKGROUND

A. Landlord is the owner of approximately five (5) acres of real property located in Columbus, Nebraska and legally described on Exhibit “A” attached hereto (such land being referred to herein as the “**Land**”).

B. Landlord desires to lease the Land to Tenant, and Tenant desires to lease the Land from Landlord.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

## ARTICLE 1

### LEASE OF PROPERTY

1.1 **Land Leased.** Landlord, in consideration of the rents, covenants, agreements and conditions herein set forth, hereby leases to Tenant, and Tenant hereby rents and leases from Landlord, the Land.

1.2 **Premises Defined.** The Land and the rights, interests, estates and appurtenances leased to Tenant pursuant to Section 1.1, together with all improvements and appurtenances now or hereafter constructed thereon, are hereinafter collectively referred to as the “**Premises.**”

1.3 **Acceptance of Premises.**

1.3.1 PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, TENANT SHALL HAVE EXAMINED THE PREMISES, AND IF TENANT DOES NOT ELECT TO TERMINATE THIS LEASE PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD PURSUANT TO SECTION 5.7 BELOW, SHALL ACCEPT THE PREMISES IN ITS CURRENT AS-IS CONDITION, WITH ALL FAULTS. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF LANDLORD SET FORTH IN THIS LEASE, TENANT ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT NEITHER LANDLORD NOR ANY LANDLORD PARTIES (AS SUCH TERM IS DEFINED IN SECTION 7.3(b) BELOW), HAS MADE, AND THAT LANDLORD AND THE LANDLORD PARTIES DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM, ANY STATEMENT, REPRESENTATION, PROMISE OR GUARANTY (WHETHER ORAL OR IN WRITING) OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PREMISES, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PREMISES, (II) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES THAT TENANT MAY CONDUCT THEREON, (III) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (V)

COMPLIANCE OF THE PREMISES WITH ANY ENVIRONMENTAL LAWS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS MATERIALS, OR (VI) ANY OTHER MATTER WITH RESPECT TO THE PREMISES. Except as may be provided in the Development Agreement that shall be negotiated and executed pursuant to Section 5.11, Landlord is not required to make any improvements or repairs to the Premises. Landlord will be deemed to have delivered possession of the Premises to Tenant as of the Effective Date (the "Delivery Date").

#### 1.4 **Rights Reserved by Landlord.**

(a) **Landlord Access.** Landlord and its authorized representatives may at all reasonable times and upon reasonable advanced notice to Tenant (which need not be written) enter the Premises to: (i) inspect the Premises; (ii) show the Premises to prospective purchasers, mortgagees and, within the last 12 months of the Term, tenants; or (iii) exercise Landlord's rights under this Lease. Landlord may in the event of any emergency enter the Premises without notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. In exercising Landlord's rights under this Section 1.4(a), Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's operations on the Premises.

(b) **Control of Property.** Landlord reserves all rights respecting the Land and Premises not specifically granted to Tenant under this Lease. Additionally, Landlord reserves the right from time to time to enter into easements (including for cross access to and from adjacent property), operating agreements, reciprocal easement agreements or any other form of agreement Landlord, in its commercially reasonable judgment, deems necessary for the operation of the Premises; provided, however, that, any such easements or agreements, which are not in existence as of the Effective Date, shall not contain terms, which materially and adversely affect Tenant's use or occupancy of the Premises or otherwise materially diminishes Tenant's rights under this Lease, unless Tenant is either a party thereto or has given its written consent thereto, or unless the same is occasioned by applicable law. During the Term of this Lease, Landlord shall use commercially reasonable efforts to enforce any declaration of covenants, easements or restrictions to the benefit of Tenant to the extent reasonably requested by Tenant. Tenant expressly agrees that this Lease and all rights of Tenant hereunder are subject and subordinate to any such easements or agreements that do now or may hereafter affect the Premises. It is the intention of the Parties that this provision be self-operative and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times, join in the execution of such easements or agreements or execute, acknowledge and deliver to Landlord, without expense to Tenant, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any such easements or agreements or to confirm or evidence such subordination. Tenant acknowledges and agrees that Landlord is not responsible for the security of persons or property on or about the Premises and Landlord is not and will not be liable in any way whatsoever for any criminal activity or any breach of security on or about the Premises.

## ARTICLE 2

### TERM OF LEASE

2.1 **Original Term.** The period of time (a) commencing on such date (the "**Term Commencement Date**") that is the earlier of April 1, 2023 or such date that the Premises are opened for

business and (b) ending on the date that is twenty-five (25) years following the Term Commencement Date is hereinafter referred to as the “**Original Term.**”

2.2 **Extension Terms.** Provided the Extension Conditions (as hereinafter defined) are met, Tenant may extend the term of this Lease for three (3) terms of ten (10) years each (“**Extension Term**” or, collectively, “**Extension Terms**”), commencing at midnight on the date on which the preceding term terminates. Tenant must give Landlord notice of its intention to extend the Term no later than 180 days prior to the expiration of the preceding term, and a failure to so notify Landlord will cause all rights to extend the Term to automatically terminate. Any exercise of an option to extend the Term is conditioned upon the following (collectively, the “**Extension Conditions**”): (i) no event of default by Tenant under this Lease shall exist either at the time Tenant exercises an option or at the commencement date of such Extension Term.

2.3 **Term.** The Original Term and any Extension Term, if applicable, are referred to herein collectively as the “**Term**” or “**Lease Term**”.

### ARTICLE 3

#### RENT

3.1 **Rent Commencement Date and Lease Year Defined.** “**Rent Commencement Date**” shall mean such date that is earlier of (a) April 1, 2022 or (b) the first day of the calendar month immediately following the month in which Tenant commences construction of the Improvements. “**Lease Year**” shall mean each consecutive period of 12 full calendar months, following the Rent Commencement Date. If the Rent Commencement Date is a date other than the first day of a calendar month, the first Lease Year shall include that fractional portion of the calendar month in which the Rent Commencement Date occurs and the first full 12 months thereafter, and the last Lease Year shall end on the expiration or earlier termination of this Lease. At the request of Landlord, a written memorandum of the Rent Commencement Date shall be executed by both parties and shall be evidence of such dates.

3.2 **Base Rent.** Commencing on the Rent Commencement Date, Tenant covenants to pay to Landlord, without recoupment, setoff, deduction, notice or demand of any kind, for the use and occupancy of the Premises, the annual rental amount (“**Base Rent**”) of such amount that is the greater of the following:

(a) One Hundred Twenty Thousand Dollars (\$120,000); or

(b) Five percent (5%) of Gross Receipts over One Million Five Hundred Thousand Dollars (\$1,500,000.00) (“**Percentage Rent**”). Percentage Rent will be computed each Lease Year. Landlord’s acceptance of payments of Percentage Rent will be without prejudice to Landlord’s right to conduct an examination of Tenant’s books and records of its Gross Receipts in order to verify the amount of annual Gross Receipts made by Tenant in and from the Premises. Further, at any time within 24 months after Landlord’s receipt of any Annual Statement, Landlord may require a complete audit of Tenant’s records, files, sales slips and sales tax records in connection with Tenant’s sales on, from or related to the Premises for the period covered by any such Annual Statement.

(i) If any audit discloses a liability on account of Percentage Rent to the extent of 3% or more in excess of the Percentage Rent previously computed and paid by Tenant for the applicable period, then Tenant must pay promptly to Landlord the cost of the audit and the amount of the deficiency in Percentage Rent. If such audit discloses a

discrepancy of less than 3%, Tenant must pay the amount of the deficiency in Percentage Rent only.

(ii) Notwithstanding anything in Section 3.2(b)(i), if Landlord's audit or audits reveal that deficiencies occurred for a particular calendar year a discrepancy of 5% or more occurred, Tenant shall pay promptly to Landlord the cost of the audit, the amount of the deficiency in Percentage Rent and interest accrued on such deficiency at the Default Rate.

(iii) Notwithstanding anything in Section 3.2(b)(i), if Landlord's audit or audits reveal that deficiencies occurred for 2 or more consecutive calendar years, Tenant shall pay promptly to Landlord the cost of the audit, the amount of the deficiency in Percentage Rent and interest accrued on such deficiency at the Default Rate. If Landlord's audit or audits reveal that deficiencies occurred for 3 or more consecutive calendar years, Landlord may, by written notice delivered to Tenant, require that Tenant remove the current property manager and engage a new property manager reasonably acceptable to Landlord.

(iv) For purposes of this Section 3.2, interest on any deficiency in Percentage Rent shall be deemed to begin accruing as of the date on which Percentage Rent shall become due under this Lease and shall continue accruing until paid by Tenant.

Tenant shall pay monthly installments, which shall be applied to the annual Base Rent due hereunder, in advance on the Rent Commencement Date and on the first day of each and every month thereafter in the amount of Five Thousand Dollars (\$5,000) per month. The balance of annual Base Rent must be paid by Tenant within 20 days after the end of each Lease Year.

Prior to the execution of this Lease, Tenant paid Landlord the sum of Ten Thousand Dollars (\$10,000.00) (the "Exclusivity Payment") to Landlord as payment for Landlord's agreement to not actively seek any proposal or offer from any person or group of persons other than Tenant for the lease of the Premises and cease marketing this Premises to third parties for lease for a period of ninety (90) days. The parties agree that the Exclusivity Payment shall be applied to the first payment of Base Rent due under the Lease.

**3.3 Additional Rent and Rent Defined.** The term "**Additional Rent**" shall mean all amounts required to be paid by Tenant under the terms of this Lease other than Base Rent. The term "**Rent**" shall mean Base Rent and Additional Rent.

**3.4 Payment of Rent.** Base Rent shall be paid to Landlord by Tenant in monthly installments in advance on the first day of each calendar month in lawful money of the United States of America without notice or demand at the original or changed address of Landlord as set forth in Section 14.2 or to such other persons or at such other addresses as Landlord may designate from time to time in writing to Tenant. If the Rent Commencement Date or termination or expiration date of this Lease is other than the first day of a month, Tenant shall be required to pay a pro rata portion of the monthly installment of Base Rent for any partial month. Additional Rent shall be paid as herein set forth. Tenant shall make such Base Rent payments utilizing one of the following methods: (i) transfer by Automated Clearing House Debit initiated by Tenant from an account at a U.S. bank in the name of Tenant to Landlord's account; (ii) by check drawn from an account at a U.S. bank in the name of Tenant; or (iii) any other method directed by Landlord from time to time.

**3.5 No Abatement.** Except as otherwise expressly provided in this Lease, no happening, event, occurrence or situation following the Rent Commencement Date and throughout the Term, whether

foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to an abatement of Rent.

3.6 **Late Charge; Default Interest.** If any installment of Rent is not paid when due, Tenant shall also pay to Landlord on demand, as Additional Rent, (i) a late charge equal to 5% of the amount of such overdue payment for the purpose of defraying Landlord's administrative expenses plus (ii) interest on such overdue payment computed at the rate of 15% per annum (the "**Default Rate**"), which interest will accrue beginning on the date the payment was due. If Landlord receives from Tenant any checks for which there is non-sufficient funds, Tenant shall pay to Landlord the sum of \$50.00 for each dishonored check. If Tenant fails in either any 2 consecutive months or any 2 months during the same calendar year to make payments of Rent within 10 days after the date due, Landlord may require that Tenant pay all future Rent payments on or before the due date by cash, cashier's check, or money order.

#### ARTICLE 4

##### TAXES, EXPENSES, UTILITIES, NET LEASE

4.1 **Real Estate Taxes and Assessments.** Tenant shall be responsible for payment, in full and prior to any delinquency, all real estate taxes and assessments in connection with the Premises that may be due from and after the Rent Commencement Date, which must be paid directly to the applicable taxing authority. Tenant shall cause all tax bills to be sent directly to Tenant. Tenant will furnish to Landlord proof of payment of all real estate taxes and assessments within 30 days following payment thereof. The term "**real estate taxes and assessments**" as used herein shall be deemed to mean all taxes and assessments of any nature imposed upon or levied against the real property and permanent improvements including any building, any taxes hereafter levied or imposed in addition to or in lieu of real estate taxes and assessments.

4.2 **Rental Taxes.** In the event that a governmental authority shall impose any excise, sales, use, transaction privilege or other similar taxes legally levied or imposed during the Lease Term against or on account of amounts of Rent payable hereunder by Tenant or the receipt thereof by Landlord (excluding Landlord's income or other similar taxes), Tenant shall pay the amount of such taxes to Landlord, monthly in addition to and along with the rentals otherwise payable hereunder.

4.3 **Personal Property Taxes.** Tenant covenants to pay, prior to delinquency, all taxes levied upon fixtures, furnishings, equipment and all other personal property belonging to Tenant and placed on the Premises by Tenant. Tenant shall cause all of such personal property of Tenant to be taxed separately from Landlord's property.

4.4 **Utilities.** Except as otherwise expressly provided in the Development Agreement, Tenant shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all final utility connections, including primary/secondary electric power, final phone and cable service, and shall pay all charges and connection fees for water, heat, gas, electricity, cable, trash disposal, sewers, telephone and other communication services, and any and all other utilities and similar services rendered or supplied to the Premises, and all water rents, sewer service charges, water and sewer tap fees, meter fees, impact fees, or other similar charges levied or charged against, or in connection with, the Premises.

4.5 **Other Expenses – Net Lease.** Except as otherwise specifically set forth herein, it is the purpose and intent of Landlord and Tenant that the Rent payable under this lease shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and provided in Article 3, and that except as otherwise specifically set forth herein, Tenant shall pay all costs, charges and

expenses of every kind and nature whatsoever against the Premises that may arise or become due from and after the Rent Commencement Date until the expiration of the Term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.

## ARTICLE 5

### CONSTRUCTION AND IMPROVEMENTS

5.1 **Construction of New Improvements.** Tenant shall, at its sole cost and risk, subject to the subsequent provisions of this Section, construct Improvements together with all required landscaping and parking, conforming in all respects with local building code requirements, zoning requirements, this Lease, and the Final Plans (defined in Section 5.6). Any Improvements constructed by Tenant on the Land shall be constructed in accordance with the Construction Standards (defined in Section 5.3). **“Improvements”** shall mean any buildings, structures, signage or other improvements located at any time upon the Land. Tenant will use its best efforts to cause the construction of the Improvements to be Substantially Complete in accordance with the Final Plans by no later than April 1, 2023 (the **“Substantial Completion Deadline”**). For purposes of this Lease, the Improvements will be deemed substantially complete (**“Substantially Complete”** or **“Substantial Completion”**) upon satisfaction of the following conditions:

(a) The construction of the Improvements has been completed in accordance with the Final Plans subject only to completion of certain minor, punch list of items (which items shall be completed within thirty (30) days thereafter);

(b) The Improvements are capable of being occupied for the Permitted Use. All hotel systems shall be fully operational in a manner sufficient to permit Tenant to admit hotel guests and to operate the hotel, subject, in each case, only to the items contained on the punch list referenced in Section 5.1(a). All furniture, fixtures and equipment shall have been installed;

(c) Landlord shall have received a certificate of substantial completion from the architect for the Improvements stating that the Improvements have been completed substantially in accordance with the Final Plans and in accordance with the requirements of all applicable laws, ordinances, rules, regulations and other legal requirements, such that the Improvements are available in their entirety for immediate occupancy, such certificate of substantial completion shall be submitted in substantially the form of AIA Form G704;

(d) Tenant shall have delivered evidence reasonably satisfactory to Landlord that all costs and expenses of the Improvements incurred to date have been paid in full and accepted as such by all contractors, subcontractors and suppliers, with waivers and releases of any and all mechanic’s liens (except for any amounts that are the subject of bona fide disputes and the payment of which has been provided for by bonding or otherwise secured in a manner reasonably satisfactory to the Landlord);

(e) Franchisor (as defined in Section 6.1 below) has provided all required approvals with respect to occupancy or substantial completion under the Branding Agreement;

(f) All required inspections have been completed by the appropriate governmental authorities having jurisdiction over the Premises and all approvals, licenses and permits with respect to the use and occupancy of the Improvements on a permanent basis, including permanent certificates of occupancy;

(g) The Premises are free from all liens of Tenant's consultants, suppliers, materialmen and laborers;

(h) Landlord shall have received an "as built" ALTA/ACSM survey of the Premises certified to the Landlord showing no encroachments by the Improvement on or over any property outside the Premises and otherwise reasonably acceptable to the Landlord; and

(h) Tenant shall have delivered or caused to be delivered to Landlord as-built Final Plans stamped "Final", plus one electronic copy to Landlord (in both pdf and Auto-Cad formats) of the as-built Final Plans, incorporating all changes and submissions.

## 5.2 Alterations.

5.2.1 **Franchisor Required Alterations.** At any time and from time to time during the Term, Tenant may perform any such alterations, renovations, repairs, refurbishment and other work with regard to any Improvements ("Alterations") as Franchisor may require under the Branding Agreement, provided that (i) Tenant obtains Landlord's prior written approval with respect to any Material Alterations, which may be withheld in Landlord's commercial reasonable discretion (provided, however, Landlord may withhold, in its sole discretion its approval of the construction of additional buildings or structures located outside of the foundation or "footprint" of the improvements at the Premises); and (ii) the Alterations are done in accordance with the Construction Standards.

For purposes of this Lease, a Material Alteration means: (a) construction of additional buildings or structures located outside of the foundation or "footprint" of the improvements at the Premises, (b) Alterations that increases or reduces the foundation or "footprint" of the improvements at the Premises; (c) Alterations that modify the structural elements of the improvements at the Premises, such as a load-bearing wall, structural beams, columns, supports or roof; or (d) alterations that materially affect any of the building systems, including, without limitation, the electrical systems, plumbing, HVAC and fire and safety systems.

5.2.2 **Other Alterations.** At any time and from time to time during the Term, Tenant may perform such alteration, renovation, repair, refurbishment and other work with regard to any Improvements as Tenant may elect, provided that (i) Tenant obtains Landlord's prior written approval with respect to any Material Alterations, which may be withheld in Landlord's sole and absolute discretion; (ii) Tenant obtains Landlord's prior written approval with respect to any other Alterations (excluding Material Alterations), which approval shall not be unreasonably withheld, conditioned or delayed and (iii) the Alterations are done in accordance with the Construction Standards.

## 5.3 Construction Standards and Liens.

(a) **Standards.** Any Improvements shall be constructed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards ("**Construction Standards**"):

(1) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(2) All such construction or work shall be done in compliance with all applicable deed restrictions and covenants, CC&Rs (defined in Section 6.1 below), plats,

building codes, ordinances and other laws or regulations of governmental authorities or quasi-governmental authorities having jurisdiction over the Premises.

(3) No construction or work shall be commenced until all licenses, permits and authorizations required of all governmental authorities or quasi-governmental authorities having jurisdiction over the Premises are obtained.

(4) Tenant shall have obtained and shall maintain in force and effect the insurance coverage required in Article 7 with respect to the type of construction or work in question.

(5) After commencement, such construction or work shall be prosecuted with due diligence to its completion.

(b) ***Mechanic's and Materialmen's Liens.*** Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in the construction, erection or operation of any such Improvements. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its reasonable discretion, is deposited with Landlord or with the court having jurisdiction over such matter, or a bond is deposited with the Escrow Agent, and such lien is released from the Land within 15 days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within 15 days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

#### 5.4 **Tenant's Equipment.**

(a) The term "**Tenant's Equipment**" means all trade fixtures and personal property, including, without limitation, furnishings, furniture, equipment, sign faces, cabling, tubing, pneumatic tubing, safes, halon systems, security systems, communications equipment and other equipment or property useful to Tenant in its operations, for use in connection with the conduct of Tenant's business regardless of the manner in which they are installed.

(b) Tenant's Equipment shall be solely the property of Tenant. Upon the expiration or sooner termination of the Term, Tenant shall have the right, but not the obligation, to remove all Tenant's Equipment from the Premises; provided, however, that Tenant shall repair any damage caused by such removal. If Tenant fails to remove all Tenant's Equipment within 10 days following expiration or sooner termination of the Term, all of Tenant's Equipment remaining on the Premises shall become the property of Landlord without any credit or

compensation to Tenant. Tenant's obligations under this Section 5.4 shall survive the termination of this Lease and the Term.

**5.5 Ownership of Improvements.** During the Term, all Improvements shall be solely the property of Tenant. Upon expiration or sooner termination of the Term, the Improvements (excluding Tenant's Equipment) shall be the property of Landlord.

**5.6 Approval of Plans and Specifications.** Within 30 days following the expiration of the Inspection Period, Tenant shall, at its sole cost and expense, submit to Landlord for its approval, preliminary plans and specifications, together with site plan and prototypical elevations ("**Preliminary Plans**"), depicting the Improvements and Tenant's initial signage. Within 30 days after its receipt of the Preliminary Plans, Landlord shall give Tenant written notice of its approval or disapproval thereof. If Landlord objects to the Preliminary Plans, Landlord shall clearly specify its objections in its notice of disapproval. Tenant will make changes to the Preliminary Plans reasonably required by Landlord; provided, however, Tenant shall have no obligation to make any changes constituting a material variance to the design of the Improvements as shown in the Preliminary Plans. Tenant shall resubmit the revised Preliminary Plans within 10 business days following receipt of Landlord's written objections thereto. Within 10 business days after its receipt of the revised Preliminary Plans, Landlord shall give Tenant written notice of its approval or disapproval thereof. Following approval of the Preliminary Plans by Landlord, Tenant shall prepare the final plans and specifications ("**Final Plans**") in accordance with the approved Preliminary Plans and make application to the governmental authorities having jurisdiction over the Premises for all approvals and permits required to construct the Improvements in accordance with the Final Plans.

**5.7 Inspection Activities.**

5.7.1 Tenant and its engineers, architects, contractors, employees, agents and invitees ("**Consultants**") may, at Tenant's sole cost and expense, investigate the physical and environmental condition of and title to the Premises during the first ninety (90) days following the Delivery Date (the "**Inspection Period**"), which investigations are subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed (except as otherwise set forth herein) (the "**Inspection Activities**"). In addition to the foregoing, the Inspection Activities are subject to the following conditions:

(a) Tenant and/or Consultants shall perform the Inspection Activities in compliance with all local, state and federal laws, rules and regulations, including, without limitation, any and all permits required thereunder, which permits shall be obtained by and at the sole cost of Tenant.

(b) EXCEPT TO THE EXTENT EXPRESSLY CONSENTED TO IN WRITING BY OWNER, NEITHER TENANT NOR CONSULTANTS SHALL CONDUCT ANY PHYSICALLY OR MATERIALLY INTRUSIVE TESTING OF, ON OR UNDER THE PREMISES WITHOUT FIRST OBTAINING LANDLORD'S WRITTEN CONSENT AS TO THE SCOPE AND TIMING OF THE INSPECTION ACTIVITIES TO BE PERFORMED WITH RESPECT TO SUCH TESTING, WHICH CONSENT SHALL BE GRANTED OR DENIED IN LANDLORD'S SOLE AND ABSOLUTE DISCRETION; PROVIDED, HOWEVER, TENANT SHALL HAVE THE RIGHT TO CONDUCT A PHASE I ENVIRONMENTAL ASSESSMENT WITHOUT LANDLORD'S CONSENT. TENANT SHALL NOTIFY LANDLORD NO LESS THAN FIFTEEN (15) BUSINESS DAYS PRIOR TO ANY PHASE II OR GEOTECHNICAL TESTING, WHICH REQUEST MUST INCLUDE THE PROPOSED SCOPE OF WORK FOR THE APPLICABLE TESTING, AND TENANT MAY NOT CONDUCT ANY SUCH TESTING UNTIL LANDLORD HAS PROVIDED WRITTEN

CONSENT WITH RESPECT TO SUCH TESTING. Tenant and/or Consultants shall promptly deliver to Landlord copies of any physically invasive or environmental tests and inspections upon the written request of the Landlord, and neither Consultants nor Tenant will send copies of any reports generated from environmental tests and inspections to Landlord unless and until Landlord requests the same.

(c) During the performance of the Inspection Activities, Tenant or Consultants shall promptly remove and properly dispose of all samples, substances and materials extracted from or generated by Tenant or Consultants at the Premises.

(d) During the Inspection Period, Landlord shall promptly deliver copies of any site plans, infrastructure plans, subdivision plats, surveys, soil reports, Phase I environmental site assessments and other environmental reports that Landlord may receive from Harrah's Nebraska LLC with respect to the Premises (the "Harrah's Reports"). Tenant acknowledges and agrees that any Harrah's Reports or other property information prepared by third parties, which hereafter may be delivered by Landlord or its agents or consultants to Tenant, is being made available solely as an accommodation to Tenant. Tenant agrees that Landlord has made no representation or warranty that any such Harrah's Reports or property information are accurate or complete and shall not have any liability or obligation whatsoever for any inaccuracy in or omission. Tenant has conducted, or will conduct prior to the expiration of the Inspection Period, its own investigation of the condition of the Premises to the extent Tenant deems such an investigation to be necessary or appropriate

(e) Unless otherwise required by law or court order, neither Tenant nor any Consultant shall make any disclosures to federal, state or local officials or any other third party regarding the Inspection Activities or any condition at the Premises without Landlord's written permission, which may be withheld in Landlord's reasonable discretion. To the extent Tenant or any Consultant makes such permitted disclosures after obtaining Landlord's written permission thereto, Tenant and Consultants shall provide Landlord with copies of any and all disclosures. Excluded from the foregoing shall be any correspondence or information which is subject to the attorney/client privilege. If this Lease is terminated in accordance with Sections 7.3 or 7.4 below, then the Tenant shall destroy all Information within 10 days such termination. Tenant and Consultants shall keep all test results resulting from samples taken at the Premises and reports and other documents prepared in connection with the Inspection Activities (the "Information") confidential; they shall not disclose, disseminate or distribute to federal, state or local agencies or officials or any other third party (except Tenant's accountants, attorneys and lenders, provided Tenant shall advise each party of the confidential nature of such Information and that such party is required to maintain the confidentiality thereof) any Information, except to the extent the Information is generally available to the public (other than as a result of a disclosure by Tenant and/or Consultants). In addition, Tenant and Consultants shall not disclose test results resulting from samples taken at the Premises to Landlord unless requested in writing by Landlord. Notwithstanding the foregoing, if Landlord or any Consultant believes that it is required by law or court order to disclose any Information to any agency, party or person, it shall notify Landlord of that belief prior to any disclosure and shall provide Landlord an opportunity to contest the necessity of disclosure.

5.7.2 In the event that the results of the Inspection Activities are not satisfactory to Tenant in its sole discretion, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord on or before the expiration of Inspection Period, in which event this Lease shall terminate effective as of such receipt of notice from Tenant, and the parties hereto shall be released from all obligations accruing from and after the termination of the Lease (except for those obligations that

expressly survive a termination of this Lease). Tenant's failure to issue a notice of termination pursuant to this Section 5.7.3 will be deemed to be an election to waive such termination right as of the last day of the Inspection Period, and Tenant will be deemed to have accepted the condition of the Premises (subject to Tenant's rights under Section 5.8 below).

5.7.3 If Tenant terminates this Lease as in accordance with Sections 5.7.2 above, then unless otherwise agreed by Landlord, Tenant will restore the Premises to substantially the same condition as it existed immediately prior to Tenant's or Consultants' entry upon the Premises, including the removal or permanent closure of all monitoring and observation wells and the removal of all equipment and materials used or generated in connection with exercise of the Inspection Activities. Restoration of the Premises shall commence as soon as practical after completion of the testing and shall be completed in a prompt manner. In any event, if restoration is required, same shall be completed no later than 15 days after the expiration of the Inspection Period. If Consultants fail to perform or cause such restoration and/or removal, and such failure shall continue for 5 days after Tenant and Consultants receive written notice from Landlord demanding the cure thereof, Landlord may perform or cause to be performed such restoration and/or removal work, and Tenant shall reimburse Landlord for all the reasonable costs and expenses thereof within 30 days after receipt of bills therefor from Landlord.

5.8 **Permits / Branding Agreement.** As soon as reasonably practicable following Landlord's approval of the Final Plans, Tenant shall apply for all permits, licenses and authorizations, and all other approvals from the government bodies having jurisdiction (federal, state and local), necessary for Tenant to construct the Improvements in accordance with the Final Plans and all other approvals from governmental authorities having jurisdiction (federal, state and local) required for Tenant to use the Premises for the Permitted Use (collectively, the "**Permits**"). Landlord will execute documentation required for Tenant to obtain the Permits, including (without limitation) the execution of such documents as may be necessary for processing of the applications for the Permits; provided, however, that Landlord will not be required to incur any out of pocket expense, other than expense for ministerial actions (such by way of example, postage costs) or other obligation in connection with such cooperation. Tenant shall diligently pursue the issuance of the Permits, and shall exhaust all appeals if any application for a Permit is denied. Prior to the expiration of the Inspection Period, Tenant may terminate the Lease by delivering Landlord a written notice of termination if any the following conditions have not been satisfied: (a) Tenant and Marriott (or any other approved Franchisor) have entered into a Branding Agreement (as such terms are defined in Section 6.1.2 below), and (b) Tenant has not obtained all entitlements, approvals, permits, authorizations, variances, consents, waivers, licenses, and certificates from governmental or quasi-governmental authorities required for the development, use, and operation of the Improvements.

5.9 **Proof of Compliance.** On or before the Rent Commencement Date, Tenant shall deliver to Landlord, at Tenant's expense, evidence of compliance with all applicable requirements for permits and codes, ordinances, and approvals, including but not restricted to, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction.

5.10 **Signage.** Tenant shall, not later than the date Tenant's commences business operations in the Premises, at its sole cost and expense, erect a sign on the exterior sign band of the Premises which sign must: (i) be in strict conformity with any guidelines or sign criteria adopted by Landlord; (ii) be in accordance with all applicable law and the CC&Rs; (iii) be installed by a contractor or other party reasonably approved by Landlord; (iv) be otherwise subject to Landlord's prior written approval; and (v) be insured against loss or damage solely by Tenant. Except as may be required by Franchisor or the Branding agreement, Tenant may not install or erect any other signs, advertisements or other visual displays at, on or in the Premises that are visible from the exterior thereof without the prior written approval of Landlord. Any window signs or displays that are approved by Landlord must be made with artist's lettering and otherwise with a professional appearance.

5.11 **Development Agreement.** During the Inspection Period, the parties shall negotiate, in good faith, the form of a Development Agreement (the "Development Agreement") pertaining to the development of the Premises including, without limitation, (i) certain site work, infrastructure work, and utility work to be performed on the Premises, (ii) any subdivision and replatting of Landlord's land, (iii) any agreements required between Tenant and adjacent casino operator, (iv) tax increment financing rights and obligations relating to the Premises, and (v) Tenant's rights to sublease and further develop the Premises. If Tenant does not elect to terminate this Lease pursuant to Section 5.7.2, Landlord and Tenant shall execute such Development Agreement within five (5) business days after the expiration of the Inspection Period. If, despite their good faith efforts, the parties do not agree upon a form of the Development Agreement (including any exhibits thereto) prior to the expiration of the Inspection Period, then either party may cancel this Lease by written notice given to the other prior to the expiration of the Inspection Period; whereupon, except as otherwise provided in this Lease, neither party shall have any further obligation under this Lease except for any obligations which this Lease provides specifically survive a cancellation or termination of this Lease.

## ARTICLE 6

### USE, MAINTENANCE, AND REPAIRS

6.1 **Permitted Use.** Subject to the terms and provisions hereof, Tenant shall use the Premises for the purposes of construction, operation and management of a hotel and parking related thereto (the "**Permitted Use**") and for no other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall not use or occupy, knowingly permit the Premises to be used or occupied, nor do or knowingly permit anything to be done in or on the Premises in a manner which would (i) in any way make void or voidable any insurance then in force with respect thereto; (ii) make it impossible to obtain the insurance required to be furnished by Tenant hereunder; (iii) constitute a public or private nuisance; (iv) violate any encumbrances, deed restrictions, or any covenants, conditions, and/or restrictions affecting the Land (collectively, "**CC&Rs**"); or (v) present or future, ordinary or extraordinary, foreseen or unforeseen, laws, regulations, ordinances or requirements of any governmental authorities or quasi-governmental authorities having jurisdiction over the Premises. Tenant covenants from and after the Effective Date and throughout the Term of this Lease, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, or any other body hereafter constituted exercising similar functions, that may be applicable to the Premises and the Improvements. Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire, and all other policies of insurance at any time in force with respect to the Improvements.

6.1.1 As a material inducement to Landlord's agreeing to enter into this Lease with Tenant, Tenant shall continuously operate the Premises and the Improvements for the Permitted Use. Notwithstanding the foregoing, shall have the right to remove from service, "go dark" or temporarily cease operations in all or portions of the Improvements from time to time for commercially reasonable periods for repair, renovation, restoration and replacement of, and/or to demolish and replace, all or portions of the Improvements, provided that each of the following conditions is satisfied: (a) Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed) to such repair, renovation, restoration or replacement, if otherwise expressly required under this Lease, is obtained; (b) all or substantially all of the Improvements are removed from service or permitted to "go dark" for no more than six (6) months in connection with such repair, renovation, restoration or replacement; (c) Tenant shall not remove from service or permit to "go dark" all or substantially all of the Improvements for repair, renovation, restoration or replacement for more than ten (10) days more frequently than once every ten (10)

years of the Term; and (d) at such times as all or any material portion of the Project Improvements are removed from service or permitted to “go dark” for repair, renovation, restoration or replacement, Tenant diligently proceeds to repair, renovate, restore or replace such portion of the Premises. Such closures shall be without abatement of Base Rent. Tenant agrees to use commercially reasonable efforts to maintain the occupancy rate of the hotel rooms within the Improvements.

6.1.2 Prior to the expiration of the Inspection Period or such other date determined in the Development Agreement, Tenant shall deliver to Landlord fully executed copies of (i) a hotel operating and management agreement for the operation of the hotel between a hotel operator (who is reasonably acceptable to Landlord) (the “**Property Manager**”) and Tenant (“**HOMA**”); and (ii) a franchise or other type of hotel branding agreement (“**Branding Agreement**”) for the hotel between a national hotel chain (which is reasonably acceptable to Landlord) (“**Franchisor**”) and Tenant.

(a) Tenant may not change the hotel brand of the hotel or terminate the Branding Agreement without the prior written consent of Landlord, which consent may be subject to demonstration to Landlord that the new brand is of equal or superior quality of the initial hotel brand of the hotel as of the date of this Lease. Landlord and Tenant agree that the initial hotel brand of the hotel shall be [Marriott]. Tenant shall keep in effect at all times during the Term a HOMA with a Property Manager who is reasonably acceptable to Landlord. Notwithstanding anything in this Agreement to the contrary, Landlord shall only be entitled to require removal of the Property Manager under the following circumstances:

(i) Landlord shall be entitled to require removal of the Property Manager pursuant to Section 3.2 of this Lease;

(ii) Franchisor shall require removal of the Property Manager pursuant to the Branding Agreement;

(iii) The Property Manager shall commit willful misconduct or negligence in its conduct of its duties and obligations as the Property Manager;

(iv) The Property Manager or any affiliate thereof has in connection with its duties under the HOMA performed an act or failed to perform any act constituting fraud, willful misconduct, negligence, a violation of law, misappropriation or comingling of funds, dishonesty or misrepresentation or nondisclosure of material facts; or

(v) The filing of a voluntary petition in bankruptcy by the Property Manager or an involuntary petition in bankruptcy against the Property Manager.

(b) Tenant will not, without the prior written consent of Landlord amend or modify the Branding Agreement without the prior written consent of Landlord (which consent shall not be unreasonably withheld);

(c) Tenant shall advise the Landlord in writing of the receipt of any communication or notice (written or otherwise) within one (1) business day of receipt, (i) given by the Franchisor to the Tenant of any default in the performance or observance of any of the terms, covenants or conditions of the Branding Agreement on the part of the

Tenant to be performed and/or observed, or (ii) any summons, notice or legal process which may affect the validity of the Branding Agreement, or the terms thereof and will contemporaneously therewith deliver to the Landlord a true copy of each such notice when such communication or notice is written. Tenant will furnish to Landlord, immediately upon written request, any and all information concerning the Tenant's performance of its duties and obligations under the Branding Agreement. The Tenant shall deliver to the Landlord true and complete copies of any and all notices, agreements and other documentary evidence showing the Tenant's compliance with the terms of the Branding Agreement.

(d) Tenant covenants and agrees that it will at all times fully perform and timely comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as tenant under the Branding Agreement, and that if the Tenant shall fail so to do Landlord may (but shall not be obligated to) take any action the Landlord deems necessary or desirable to prevent or to cure any default by the Tenant in the performance of or compliance with any of the Tenant's covenants or obligations under the Branding Agreement. Upon receipt by the Landlord of any written notice of default by the Tenant. Tenant hereby agrees that Landlord shall have, the absolute and immediate right to enter in and upon the Premises or any part thereof to such extent and as often as the Landlord, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by the Tenant under the Branding Agreement. Tenant hereby agrees to pay to Landlord, immediately and without demand, all such sums so paid and expended by the Landlord together with interest thereon from the date of each such payment at the Default Rate.

(e) Tenant agrees to materially comply and shall cause the Property Manager to comply with all applicable public health, safety, and welfare laws, ordinances, regulations governing operations and use of the hotel ("Hotel Requirements"). Tenant covenants and agrees to rectify any deficiencies in the Hotel Requirements as determined from time to time or at any time by an inspection of the hotel conducted by an appropriate public health board, officer, or inspector having jurisdiction thereof for statutory or regulatory matters, or an agent, representative, or employee of the Landlord. All deficient items shall be repaired, restored or replaced promptly.

6.2 **Prohibited Uses.** Tenant covenants that neither the Premises, nor any part thereof, shall be leased or used directly or indirectly by it, or its agents, contractors, occupants, tenants, licensees, concessionaires, vendors or assigns, for any of the Prohibited Uses. "Prohibited Uses" shall mean (a) any adult entertainment venue, including, but not limited to, a gentlemen's club or any establishment which exhibits either live or by other means nude or partially clothed dancers or wait staff, (b) any adult video and/or book store or store selling or exhibiting pornographic materials, (c) any massage parlor, (d) pawn shop, (e) the operation of a "head shop," so-called, or other business devoted to the sale of marijuana, cocaine or other controlled drugs or substances, or articles, paraphernalia, or merchandise normally used or associated with the use of marijuana or illegal or unlawful activities; (f) the sale or display of pornography, nudity or drug paraphernalia, (g) the dealing, operation, carrying on, conducting, maintaining or exposing for play any Game (as defined below), gaming device, inter-casino linked system, mobile gaming system, interactive gaming system, slot machine, race book or sports pool (including retail sportsbook and horse racing track gambling), or any other form of gaming or gambling ("Gaming"), (h) any maintaining or operating of an establishment where any Gaming is done, (i) any sports wagering or any wagering on racing or other non-sports events, and/or (j) any horse or other racing

venue. For purposes of this Section 6.2, "Game" shall mean electronic device or machine for money, property, checks, credit or any representative of value, including, without limiting the generality of the foregoing, faro, monte, roulette, keno, bingo, fan-tan, twenty-one, blackjack, seven-and-a-half, big injun, klondike, craps, poker, chuck-a-luck, Chinese chuck-a-luck (dai shu), wheel of fortune, chemin de fer, baccarat, pai gow, beat the banker, panguingui, instant racing, any pari-mutuel wagering, slot machine, any banking or percentage game, any other game or device approved by any governmental or quasi-governmental authority, agency, department, commission, bureau, board, instrumentality or court that has regulatory, licensing or permit authority over Gaming.

### 6.3 Maintenance and Repairs of Premises.

6.3.1 Tenant shall take good care of the Premises, make all repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen and shall maintain and keep the Premises and the drive aisles, entry aprons, sidewalks and curbs located within the Premises in good order, repair, and condition, and keep the Premises clean and free from debris and litter at all times. Tenant will not do, knowingly permit or suffer any waste, damages, disfigurement or injury to or upon the Premises or any part thereof, but this Section shall not be construed as limiting Tenant's rights under Article 5. Landlord shall have no obligation to maintain or repair the Premises or any portion of the Land. Except as provided in the Development Agreement, Landlord shall not be required to furnish any services of facilities or to make any repairs or alterations to the Premises or the Improvements and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements.

6.3.2 Tenant shall be responsible for compliance, at its expense, with the Americans with Disabilities Act of 1990, as such act may be amended from time to time (the "ADA") with respect to the Premises. Tenant shall indemnify, defend and hold harmless Landlord and Landlord Parties from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Tenant's failure to comply with the ADA as required above.

6.4 **Sanitation.** Tenant shall provide and maintain sanitary receptacles approved by Landlord in and outside of the Premises in which to place any refuse or trash, and Tenant shall cause such refuse or trash to be removed from the area in a commercially reasonable manner in order to maintain a sanitary condition. Tenant shall sweep as needed and keep free of refuse the sidewalks and areas located within the Premises.

## ARTICLE 7

### INSURANCE AND INDEMNITY

7.1 **Insurance.** From and after the Effective Date, Tenant shall obtain and maintain at its expense the following types and amounts of insurance:

(a) **Property Insurance.** Tenant shall, at its cost and expense and at all times from and after the Effective Date, maintain in force, for the joint benefit of Landlord and Tenant, and any holder of a mortgage on the Premises, a policy of insurance against loss or damage by fire and lightning, and such other perils as are covered under the broadest form of the "extended coverage" or "all risk" endorsements, including, but not limited to, damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief, earthquake and flood.

(b) Loss of Rental Value. Tenant shall obtain and maintain loss of rental value insurance in an amount of not less than the Minimum Rent plus Tenant's estimated Share of Operating Expenses for a period of not less than one year, plus an amount equal to the annual premiums for insurance required herein.

(c) Commercial Liability Insurance. Tenant shall obtain and maintain commercial general liability insurance written on "occurrence" form for bodily injury, property damage, personal and advertising injury, including contractual liability, arising from the occupancy, operation, use, and maintenance of the Premises, in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. This insurance shall be primary and non-contributory and include coverage for independent contractors and products-completed operations liability.

(d) Workers' Compensation. A policy or policies of workers' compensation insurance meeting the requirements of the state in which the Premises are located and a policy of employer's liability insurance with limits of liability not less than \$500,000.00.

(e) Commercial Automobile Liability. \$500,000.00 Combined Single Limit per accident for Owned, Non-Owned and Hired autos.

(f) Dram Shop or Liquor Liability. In the event that Tenant holds a valid permit or license to serve alcoholic beverages at the Premises, then Tenant shall obtain and maintain Dram Shop or Liquor Liability coverage with a combined single limit of not less than \$2,000,000.00 per occurrence.

(g) Miscellaneous. All policies of insurance to be procured by Tenant shall be issued by insurance companies rated not less than A-/VIII in the most current available "**Best's Key Rating Guide**", qualified to do business in the state in which the Premises are located, and must be issued on forms and include endorsements that are acceptable to Landlord. All insurance provided by Tenant as required under subparts (a) and (b) of this Section must be maintained in favor of Tenant and Landlord, as their respective interests may appear. The policy or policies must also name any mortgagees and loss payees of either party, if applicable. All liability insurance provided by Tenant as required under subpart (c) of this Section must name Landlord, Landlord's lender (if any), Landlord's management agent and others designated by Landlord as additional insureds. Tenant shall only maintain such deductibles applicable to property and liability insurance coverages as are approved by Landlord. Tenant has sole responsibility for the payment of all deductibles and all policies of insurance that include deductibles must clearly state that such deductibles apply only to Tenant and not to Landlord. Copies of certificates of insurance must be delivered to Landlord within 10 days of the Effective Date and thereafter within 30 days prior to the expiration of the term of each policy. All policies of insurance delivered to Landlord must contain a provision that the company writing the policy will give Landlord notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. The insurance requirements contained in this Section are independent of Tenant's waiver, indemnification and other obligations under this Lease and may not be construed in any way to restrict, limit or modify Tenant's waiver, indemnification or other obligations.

7.2 **Waiver of Subrogation.** Landlord and Tenant, on their own behalf and on behalf of anyone claiming under or through either one, each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents, arising from any liability, loss, damage or injury caused by fire or

the elements for which property insurance is carried or required to be carried pursuant to this Lease, to the extent of applicable insurance and only to the extent it does not conflict with Tenant's obligations under Section 7.3.

### 7.3 Indemnity.

(a) To the fullest extent permitted by law, Tenant shall, at Tenant's sole cost and expense, Indemnify Landlord Parties against all Claims arising from: (i) any Personal Injury, Bodily Injury or Property Damage whatsoever occurring in or at the Premises; (ii) any Bodily Injury to an employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere in the Premises; (iii) the use or occupancy, or manner of use or occupancy, or conduct or management of the Premises or of any business therein; (iv) subject to the waiver of subrogation provisions of this Lease, any act, error, omission or negligence of any of the Tenant Parties or Consultants in, on or about the Premises; (v) the conduct of Tenant's business; (vi) any alterations, activities, work or things done, omitted, permitted or allowed by Tenant Parties in, at or about the Premises, including the violation of or failure to comply with, or the alleged violation of or alleged failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, or judgments in existence on the date of the Lease or enacted, promulgated or issued after the date of this Lease including Hazardous Materials Laws (defined below); (vii) any breach or default by Tenant in the full and prompt payment of any amount due under this Lease, any breach, violation or nonperformance of any term, condition, covenant or other obligation of Tenant under this Lease, or any misrepresentation made by Tenant or any guarantor of Tenant's obligations in connection with this Lease; (viii) all damages sustained by Landlord as a result of any holdover by Tenant or any Tenant Party in the Premises including, but not limited to, any claims by another tenant resulting from a delay by Landlord in delivering possession of the Premises to such tenant; (ix) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant; (x) commissions or other compensation or charges claimed by any real estate broker or agent other than the broker(s), with respect to this Lease by, through or, under Tenant; or (xi) any matter enumerated in Sections 7.4 or 14.32 below.

(b) For purposes of Sections 7.3 and 7.4: (i) the term "**Tenant Parties**" means Tenant, Tenant's representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, successors or assigns, and all persons and entities claiming through any of these persons or entities; (ii) the term "**Landlord Parties**" means Landlord, Landlord's lender, and their respective representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, successors or assigns; (iii) the term "**Indemnify**" means indemnify, defend (with counsel reasonably acceptable to Landlord) and hold free and harmless for, from and against; (iv) the term "**Claims**" means all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding); (v) the term "**Waives**" means that the Tenant Parties waive and knowingly and voluntarily assume the risk of; and (vi) the terms "**Bodily Injury**", "**Personal Injury**" and "**Property Damage**" will have the same meanings as in the form of commercial general insurance policy issued by Insurance Services Office, Inc. most recently prior to the date of the injury or loss in question.

7.4 **Waiver of Liability.** To the fullest extent permitted by law, Tenant, on behalf of all Tenant Parties, Waives all Claims against Landlord Parties arising from the following: (i) any Personal Injury, Bodily Injury, or Property Damage occurring in or at the Premises; (ii) any loss of or damage to

property of a Tenant Party located in the Premises by theft or otherwise; (iii) any Personal Injury, Bodily Injury, or Property Damage to any Tenant Party caused by the public or by the construction of any private, public, or quasi-public work occurring either in the Premises; (iv) any interruption or stoppage of any utility service or for any damage to persons or property resulting from such stoppage; (v) business interruption or loss of use of the Premises suffered by Tenant; (vi) damages or injuries or interference with Tenant's business, loss of occupancy or quiet enjoyment and any other loss resulting from any condition of environmental contamination or the existence of Hazardous Materials in, at or on the Premises not caused by Tenant, or the exercise by Landlord of any right or the performance by Landlord of Landlord's maintenance or other obligations under this Lease; or (vii) any Bodily Injury to an employee of a Tenant Party arising out of and in the course of employment of the employee.

Notwithstanding any of the foregoing, the waiver of Claims does not include any such Claims arising from Landlord's gross negligence or willful misconduct; provided, however, that the term "gross negligence" does not include gross negligence imputed as a matter of law to any of the Indemnified Parties by reason of the Landlord's interest in the Premises or Landlord's failure to act in respect of matters which are or were the obligation of Tenant under this Lease

The provisions of Sections 7.2, 7.3 and 7.4 will survive the termination of this Lease.

## ARTICLE 8

### CASUALTY

8.1 **Obligation to Repair.** In the event of damage or destruction of the Premises during the Lease Term, subject to Section 8.2 below, Tenant shall commence to make said repairs within 90 days of the occurrence of such damage. No such damage or destruction shall annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of Base Rent while such repairs are being made, based upon the extent to which the damage or the making of such repairs shall interfere with the business carried on by Tenant in the Premises.

8.2 **Election to Terminate.** If the Premises are damaged during the last Lease Year of the Lease Term, then, in any such event, either Landlord or Tenant may, at any time within one hundred 120 days following the date of any such occurrence, terminate this Lease by written notice to the other party, whereupon all rents shall be prorated as of the date of damage, Tenant shall, within 20 days following delivery of such notice, vacate the Premises and surrender the same to Landlord, and Landlord and Tenant shall, without further action, be released from any further obligations or liabilities under this Lease. If Tenant elects to terminate this Lease, then Tenant shall also be required to remove, at Tenant's sole cost and expense, all debris and remains of the damaged Improvements from the Premises. If this Lease is not terminated, Tenant shall rebuild and repair the Premises with due diligence, this Lease shall continue in full force and effect, and the Base Rent shall be proportionately reduced as hereinabove provided. Tenant waives any statutory or other right Tenant may have to cancel this Lease as a result of such damage.

8.3 **Application of Insurance Proceeds.** Any and all fire or other insurance proceeds that become payable at any time following the Effective Date because of damage to or destruction of any buildings or improvements on Premises shall be paid jointly to Tenant and Landlord, and applied toward the cost of repairing and restoring the damaged or destroyed buildings or improvements in the manner required this Article; provided, however, that should Tenant or Landlord exercise its option granted by this Lease to terminate this Lease because of damage to or destruction of Improvements, then, in that event, any and all fire or other insurance proceeds that become payable because of such damage or destruction shall be allocated between Landlord and Tenant in accordance with the values of their respective interest in the Premises and all Improvements immediately prior to the damage or destruction.

The value of Landlord's interest in the Premises and all Improvements thereon immediately prior to the damage or destruction shall include the then value of its interest in the Premises and Improvements prior to the date of termination of this Lease and the value of its reversionary interest in the Improvements after the date of termination of this Lease (including all Extension Terms, whether or not Tenant has exercised its right to such Extension Terms). The value of Tenant's interest in the Premises and Improvements immediately prior to the damage or destruction shall include the then value of its interest in the Premises and Improvements for the remainder of the Term of this Lease (including all Extension Terms, whether or not Tenant shall have exercised its right to such Extension Terms). Such values shall be those determined by agreement between Landlord and Tenant. If such agreement cannot be reached, such values shall be determined as provided below with respect to condemnation and eminent domain.

## ARTICLE 9

### CONDEMNATION

9.1 **Total Taking.** Should the entire Premises be taken (which term, as used in this Article, shall include any conveyance in avoidance or settlement of eminent domain, condemnation or other similar proceedings) or if any part of the Premises shall be so taken, which taking renders the Premises unsuitable for the business of Tenant, by any governmental or quasi-governmental authority having jurisdiction over the Premises, corporation or other entity under the right of eminent domain, condemnation or similar right, then Tenant's right of possession under this Lease shall terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed as follows: (i) first, to the payment of all reasonable fees and expenses incurred in collecting the award; (ii) second, to Tenant in an amount equal to the unamortized cost of the Improvements (assuming that the Improvements are amortized over the Original Term of the Lease), plus Tenant's moving expenses; and (iii) the balance of the award shall be equitably apportioned between Landlord and Tenant based on the then respective fair market values of Landlord's interest in the Premises (appraised by reference to all relevant factors including the income stream derivable by Landlord under this Lease and the then present value of Landlord's reversionary interest in the entire Premises after expiration of the Original Term) and Tenant's interest in the Premises (appraised by reference to all relevant factors, including the income stream derivable by Tenant from the Premises for the remainder of the Original Term). Such values shall be those determined in the proceeding relating to such taking or, if no separate determination of the values is made in such proceeding, those determined by agreement between Landlord and Tenant. If such agreement cannot be reached, each party shall select an MAI appraiser, and if such appraisers cannot reach such agreement, they shall select a third MAI appraiser whose decision regarding such determination shall be final. After the determination and distribution of the condemnation award as herein provided, the Lease shall terminate, and the parties shall have no further rights, duties or obligations under the Lease.

9.2 **Partial Taking.** Should a portion of the Premises be taken by any governmental or quasi-governmental authority having jurisdiction over the Premises, corporation or other entity under the right of eminent domain, condemnation or similar right, such that that is not extensive enough to render the Premises unsuitable for the business of the Tenant (to be determined by Tenant in its reasonable judgment), then this Lease nevertheless shall continue in effect as to the Premises, or the remainder thereof, as the case may be. In the event of a partial taking where this Lease is not terminated, the Base Rent payable during the remainder of the Term after taking of possession by the condemning authority shall be reduced pro-rata, based on the surface footage of the remaining Premises.

9.3 **Award on Partial Taking.** In the event of a partial taking where this Lease is not terminated, and as a result thereof Tenant will need to restore, repair or refurbish the remainder of the Premises in order to put them in a usable condition, then (i) the award shall first be paid to Tenant for

payment of such restoration, repair and refurbishment in accordance with the Construction Standards; and (ii) the remainder shall be apportioned and paid as provided in subsections (i) and (iii) of Section 9.1, considering the respective interests of Landlord and Tenant in the portion of the Premises taken. If a portion of the Premises is taken and no repair or restoration work is required because thereof, the award therefor shall be apportioned and paid as provided in subsections (i) and (iii) of Section 9.1, considering the respective interests of Landlord and Tenant in the portion of the Premises taken.

9.4 **Temporary Taking.** If the whole or any portion of the Premises is taken for temporary use or occupancy, the Term shall not be reduced or affected, and Tenant shall continue to pay the Rent in full. Except to the extent Tenant is prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Lease. In the event of any temporary taking, Tenant shall be entitled to receive the entire amount of any award therefor unless the period of temporary use or occupancy shall extend beyond the expiration of the Term, in which case such award, after payment to Landlord therefrom for the estimated cost of restoration of the Premises to the extent that any such award is intended to compensate for damage to the Premises, shall be apportioned between Landlord and Tenant as of the day of expiration of the Term in the same ratio that the part of the entire period for such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

9.5 **Notice of Taking, Cooperation.** Landlord and Tenant shall promptly notify the other of the commencement of any eminent domain, condemnation or other similar proceedings with regard to the Premises. Landlord and Tenant covenant and agree to cooperate in any condemnation, eminent domain, or similar proceeding in order to maximize the total award receivable in respect thereof. Any termination of this Lease pursuant to this Article 9 shall not affect the rights of Landlord and Tenant to any such award.

## ARTICLE 10

### ASSIGNMENT AND SUBLETTING

#### 10.1 **Tenant's Right to Assign or Sublease.**

10.1.1 Tenant may not complete or otherwise permit a Transfer (defined below) without the prior written consent of Landlord, which shall not be unreasonably withheld. If Tenant proposes any Transfer, Tenant shall notify Landlord in writing at least 60 days before the date on which the Transfer is to be effective and furnish Landlord with such information as Landlord may reasonably require. **"Transfer"** means: (i) any assignment of this Lease or any interest therein; (ii) any sublet of the Premises or any part thereof; (iii) any grant of a license, concession or other right of occupancy of any portion of the Premises; (iv) if Tenant is a corporation, partnership, limited liability company or other legal entity whose capital shares or other units of beneficial interest are not listed on a recognized security exchange or over-the-counter market, and if at any time during the Term, the sale or other transfer of over 50% of either the outstanding voting rights or the outstanding ownership interests of Tenant at the time of execution of this Lease (except as the result of transfers by devise or descent); and (v) any assignment for the benefit of creditors. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder, and any attempted or purported subletting or grant of a right to occupy all or a portion of the Premises in violation of the foregoing sentence, whether voluntary or involuntary or by operation of law or otherwise, shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee or occupant and, at Landlord's option, may terminate this Lease.

10.1.2 Without conferring any rights upon Tenant not otherwise provided in this Article 10, should Tenant desire to enter into a Transfer that requires Landlord's prior written consent, Tenant shall request in writing Landlord's consent to such Transfer at least thirty (30) days before the proposed effective date of the assignment, sublease or transfer, providing the following: (a) the proposed Transfer of this Lease or Tenant's rights hereunder; (b) a description of the identity, tangible net worth and previous business experience of the proposed transferee, including (without limitation) copies of the proposed transferee's latest income, balance sheet and changes in financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed transferee; and (c) any further information relevant to the proposed transfer which Landlord shall reasonably request after receipt of Tenant's request for consent.

10.1.3 Landlord shall not be deemed to have unreasonably withheld its consent to a sublease of part or all of the Premises or an assignment of this Lease if its consent is withheld because: (i) an Event of Default by Tenant has occurred and is continuing hereunder; (ii) any notice of termination of this Lease or termination of Tenant's possession shall have been given pursuant to the terms of this Lease; (iii) the portion of the Premises which Tenant proposes to sublease, including the means of ingress and egress thereto and the proposed use thereof, and the remaining portion of the Premises will violate any city, state or federal law, ordinance or regulation, including, without limitation, the City of Columbus Building Code or any applicable Columbus zoning ordinances; (iv) the proposed use of the Premises by the subtenant or assignee does not conform with the Permitted Use in this Lease or would violate any exclusive use covenant or use restriction applicable to the Premises; (v) in the reasonable judgment of Landlord, the proposed subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; (vi) the proposed transferee has not received Franchisor's consent to the assignment and assumption of the Branding Agreement or the proposed transferee has not entered into a new Branding Agreement with Franchisor or (vii) the transferee does not have experience operating or owning similar hotel projects to the hotel or the transferee has not engaged, for the Premises pursuant to a binding HOMA, a third-party manager with experience operating or owning commercial hotel facilities. If Landlord's lender prohibits the assignment of this Lease or sublease of the Premises without such lender's consent, Landlord shall, in good faith, use commercially reasonable efforts to obtain such lender's consent. The parties agree that Landlord may deny consent to any transfer if Landlord's lender does not consent to such transfer.

10.1.4 Neither the Transfer nor the Landlord's consent thereto shall release or discharge the Tenant from any liability under the Lease and Tenant shall remain liable and responsible for the full performance and observance of, and the full compliance with, all of the provisions of the Lease to be performed, observed and complied with by Tenant thereunder. The consent by Landlord to any proposed Transfer shall not be deemed to be a consent to subsequent Transfers.

10.1.5 Notwithstanding the prohibition set forth above, for so long as no Event of Default exists and is continuing under this Lease, the following shall not constitute a Transfer requiring Landlord's consent, provided (i) any transaction or restructure is not entered into or structured as a subterfuge to avoid Tenant's obligations or liability hereunder and (ii) Tenant shall provide Landlord with written notice as soon as reasonably possible:

- (a) an assignment or sublease to any affiliate of Tenant or any wholly-owned subsidiary of Tenant;
- (b) an assignment or sublease to the parent of Tenant or to a wholly owned subsidiary or affiliated entity of the parent of Tenant;

(c) an assignment to any entity with which or into which Tenant may consolidate or merge with;

(d) an assignment or sublease to any entity which controls, is controlled by, or is under common control with Tenant. For purposes of this Section, the term "control" (including the terms "controls," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise; or

(e) the sale of all or substantially all of Tenant's assets; provided that the following conditions has been satisfied:

(i) Tenant shall have caused the transferee of assets to deliver to Landlord an acknowledged instrument assuming all obligations, covenants and responsibilities of Tenant hereunder;

(ii) The transferee shall have a tangible net worth equal to or greater than the tangible net worth of Tenant as of the Effective Date;

(iii) The transferee has experience operating or owning similar hotel projects to the hotel located on the Premises or the transferee has engaged, for the hotel pursuant to a binding HOMA, a third-party manager with experience operating or owning commercial hotel facilities; and

(iv). The Transferee shall continue to only use the Premises for the Permitted Use.

(f) any collateral assignment, pledge, grant of a security interest in, or other encumbrance of all or any part of Tenant's interests hereunder in connection with any financing or refinancing or the development, construction, purchase, installation and/or operation of the Improvements, or any portion thereof, whether such financing or refinancing takes the form of debt or equity investments through publicly or privately traded equity or any other form, including, without limitation, any transaction whereby an equity and/or tax equity investor directly or indirectly provides financing or refinancing for the Project and/or purchases ownership interests of Tenant, its parent or any affiliated entity or assignee of Tenant.

## ARTICLE 11

### ENVIRONMENTAL PROVISIONS

11.1 **Definitions.** For purposes of this Lease the following terms shall have the following meanings:

(a) "**Hazardous Materials Laws**" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "**common-law**") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, or soil and ground water

conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., and any amendments to the foregoing.

(b) “**Hazardous Materials**” means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, petroleum product, or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Tenant or Landlord with respect to any third Person under any Hazardous Materials Law.

11.2 **Tenant’s Representations, Warranties and Covenants.** Tenant hereby represents, warrants and covenants that:

(a) Tenant must not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, the Premises, unless: (i) such use is specifically disclosed to and approved by Landlord in writing prior to such use; and (ii) such use is conducted in compliance with requirements of Landlord’s and Tenant’s respective insurers regarding Hazardous Materials. Landlord may approve such use subject to reasonable conditions to protect the Premises and Landlord’s interests. Tenant shall strictly comply with, and shall maintain the Premises in compliance with, all Hazardous Materials Laws. Tenant shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Tenant’s operations on the Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Landlord’s request, Tenant shall deliver copies of, or allow Landlord to inspect, all such permits, licenses and approvals. Tenant must, promptly following demand, reimburse Landlord for all costs incurred in connection with any monitoring, investigation, clean-up, removal and other remedial work (collectively, “**Remedial Work**”) required as a result of any release or discharge of Hazardous Materials affecting the Premises or any violation of Hazardous Materials Laws by Tenant or any assignee or sublessee of Tenant or their respective agents, contractors, employees, licensees, or invitees. Landlord has the right to intervene in any governmental action or proceeding involving any Remedial Work in order to protect Landlord’s interests. Tenant shall notify Landlord, in writing, within 2 days after any of the following: (i) a release or discharge of any Hazardous Material, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (ii) Tenant’s receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (iii) Tenant’s receipt of any warning, notice of inspection, notice of violation or alleged violation, or Tenant’s receipt of notice or knowledge of any proceeding, investigation or enforcement action, pursuant to any Hazardous Materials Laws; or (iv) Tenant’s receipt of notice or knowledge of any claims made or threatened by any third party against Tenant or the Premises relating to any loss or injury resulting from Hazardous Materials. Tenant shall deliver to Landlord copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws.

(b) Upon the termination of this Lease, Tenant shall remove any equipment, improvements or storage facilities utilized in connection with any Hazardous Materials and shall, clean up, detoxify, repair and otherwise restore Premises to a condition free of Hazardous Materials.

(c) Landlord has the right, but not the obligation, to remedy any violation by Tenant of the provisions of this Section or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding. Tenant shall pay, upon demand, as Additional Rent, all costs incurred by Landlord in remedying such violations or performing all Remedial Work, plus interest thereon at the Default Rate from the date of demand.

(d) The release or discharge of any Hazardous Material or the violation of any Hazardous Materials Law will constitute an event of default by Tenant under this Lease. In addition to and not in lieu of the remedies available under this Lease as a result of such event of default, Landlord has the right, without terminating this Lease, to require Tenant to suspend its operations and activities on the Premises until Landlord is satisfied that appropriate Remedial Work has been or is being adequately performed and Landlord's election of this remedy will not constitute a waiver of Landlord's right thereafter to pursue the other remedies set forth herein.

(e) Tenant shall protect, indemnify, defend and hold Landlord harmless for, from and against any and all losses and liabilities, investigations and proceedings arising out of or in connection with any breach of any provisions of this Article 11 or directly or indirectly arising out of the use, generation, storage, release, disposal or transportation of Hazardous Materials by Tenant or any sublessee or assignee of Tenant, or their respective representatives, agents, contractors, employees, licensees, or invitees, on, under or about the Premises, including, but not limited to, all foreseeable and unforeseeable consequential damages and the cost of any Remedial Work. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of Hazardous Materials nor the strict compliance with all Hazardous Materials Laws shall excuse Tenant from Tenant's indemnification obligations pursuant to this Article 11. The foregoing indemnity shall survive the termination or expiration of this Lease and is provided in addition to and not a limitation of the indemnification provisions of Section 7.3 of this Lease.

(f) Tenant, on behalf of itself, or any sublessee or assignee of Tenant, or their respective representatives, agents, contractors, employees, licensees, or invitees acquiring any interest in the Premises by or through Tenant, hereby releases, waives and discharges Landlord and its representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, successors or assigns from all present and future claims, demands, suits, legal and administrative proceedings and from all losses and liabilities arising out of or in any way connected with the ownership of the Land by the Landlord (including, without limitation, ownership of the Land or any portion in thereof for the purposes of any Hazardous Materials Laws), any condition of environmental contamination on, under or around the Land, or the existence of Hazardous Materials in any state on, under or around the Land. All Persons or entities acquiring any interest in the Premises by or through Tenant, by accepting such interest in the Premises, and in consideration of the Landlord entering into the Lease and thereby allowing such interest to be created, hereby irrevocably agree to the waiver and release provisions set forth in this Article 11 and acknowledge that their interests in the Premises are subject thereto.

## ARTICLE 12

### DEFAULTS AND REMEDIES

12.1 **Tenant's Default.** Each of the following shall be deemed a "**Tenant's Default**" or an "**Event of Default**" by Tenant hereunder and a material breach of this Lease:

(a) the failure of Tenant to pay any installment of Base Rent or Additional Rent when due;

(b) the failure of Tenant to pay any impositions or other monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable including, but not limited to, taxes, insurance premiums, utility payments, maintenance obligations, and association assessments, together with all other sums Tenant is obligated to pay under this Lease;

(c) the failure of Tenant to perform any non-monetary obligation contained in this Lease which failure shall continue for 30 days after notice thereof from Landlord to Tenant; provided, however that if Landlord gives notice of any default which by its nature cannot be cured within the 30-day period, then such period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant continues to diligently prosecute to completion the curing of the default, which in no event shall exceed 60 days unless specifically agreed to in writing by Landlord;

(d) Substantial Completion shall have failed to occur by the Substantial Completion Deadline;

(e) an event of default by Tenant shall have occurred under the Branding Agreement and such event of default shall continue beyond any applicable notice and cure periods in such Branding Agreement;

(f) the Branding Agreement shall have been terminated without Tenant entering into a suitable replacement Branding Agreement approved by Landlord pursuant to Section 6.1.2 of this Lease;

(g) the filing of a petition or the commencement of proceedings under any federal or state bankruptcy law by or against Tenant or any guarantor of this Lease, and if against Tenant or any guarantor, said proceedings shall not be dismissed within 30 days following commencement thereof;

(h) the adjudication of insolvency, the making of a general assignment for the benefit of creditors or the entering into of an arrangement with creditors by Tenant or any guarantor of this Lease;

(i) the levy of a writ of attachment or execution on the leasehold estate hereby created that materially and adversely affects Tenant's ability to perform its duties and obligations under this Lease and that is not released or satisfied within 30 days thereafter;

(j) the appointment of a receiver in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant or the property of any guarantor of this Lease, which appointment is not discharged within 30 days thereafter; and

(k) the abandonment of the Premises or the failure of Tenant to conduct business in the Premises that is not caused by a casualty or condemnation as otherwise set forth in this Lease, where such failure continues for a period of more than 5 business days, excepting periods of renovation or repair.

12.2 **Landlord's Remedies.** If a Tenant's Default occurs, Landlord may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord's rights being cumulative), do any one or all of the following:

(a) re-enter the Premises and remove all persons and property therefrom, using all reasonable force necessary so to do without liability to any person for damages sustained by reason of such removal;

(b) lock the doors to the Premises and exclude Tenant therefrom;

(c) retain or take possession of any property belonging to Tenant upon the Premises pursuant to Landlord's statutory landlord lien or other security interest. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, in accordance with applicable law, without liability to any person for damages sustained by reason of such removal or storage;

(d) render such performance required of Tenant, other than the payment of rent, and charge all costs and expenses incurred in connection therewith to Tenant, which amounts so charged, together with interest thereon at the Default Rate, shall be due and payable immediately from Tenant to Landlord upon demand;

(e) terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, Tenant shall have no further interest in this Lease or in the Premises, and Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's breach, including but not limited to the reasonable cost of recovering the Premises, reasonable attorneys' fees and costs, the un-amortized value of any leasehold improvements and/or allowance made or paid by Landlord, and the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord upon demand;

(f) without termination of this Lease, bring an action or actions to recover from Tenant all rent and other sums and charges reserved hereunder and/or damages as the same accrue from time to time;

(g) without termination of this Lease, attempt to re-let the Premises or any part thereof (but without any obligation so to do on the part of Landlord unless mitigation is required as a matter of law), for the account of Tenant, for such term (which may be for a term extending beyond the Lease Term) and at such rental and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make reasonable alterations and repairs to the Premises the expenses of which shall constitute an indebtedness from Tenant to Landlord, immediately payable. In the event of such re-letting, the rents received by Landlord from such re-letting shall be applied first, to the payment of any and all costs and expenses of such re-letting and of such alterations and repairs; second, 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 the rents received from such re-letting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly, and Landlord may bring an action therefor as such monthly deficiencies may arise.

Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach.

12.3 **Remedies Cumulative.** Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Landlord against Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. All the remedies hereinbefore given to Landlord and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

12.4 **No Acceptance of Surrender.** No act or conduct of Landlord whatsoever shall be deemed to be or constitute an acceptance of the surrender of the Premises or an election to terminate this Lease by Landlord except a written acknowledgment of acceptance of surrender or notice of election to terminate signed by Landlord.

12.5 **Landlord's Default:** If Landlord shall fail to perform any of its obligations under this Lease required to be performed by Landlord, Tenant may hold and/or declare Landlord in default of this Lease by giving written notice thereof to Landlord ("**Landlord's Default**"). If Landlord shall fail to correct Landlord's Default within a period of thirty (30) days thereafter (or, if such breach cannot be reasonably cured within said thirty (30) day period, within a reasonable period thereafter, provided Landlord commences to cure the same within said thirty (30) days and diligently pursues same to completion thereafter), then Landlord shall be responsible to Tenant for any and all actual damages sustained by Tenant as a result of Landlord's breach but not special, consequential, indirect, speculative or punitive damages. If Landlord fails to cure any such Landlord's Default within 30 days after receipt by Landlord of such written notice (or if more than 30 days shall be required because of the nature of the default, if Landlord shall fail to commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, upon an additional 5 days' prior written notice to Landlord, which second notice must state in bold-faced, all capital letters: "**FAILURE TO COMMENCE A CURE WITHIN 5 DAYS FOLLOWING RECEIPT OF THIS NOTICE WILL RESULT IN THE EXERCISE OF SELF-HELP RIGHTS,**" without waiving any claim for damages for breach of agreement, at any time thereafter, cure such default for the account of Landlord, and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor and Tenant shall provide documentation to substantiate the amount paid on the account of Landlord. Tenant may cure any such default as aforesaid prior to the expiration of said 30 day period, but after notice to Landlord, if the curing of such default prior to the expiration of said 30 day period is reasonably necessary to protect the Premises or Tenant's interest therein or to prevent injury or damage to persons or property or to Tenant's business.

## ARTICLE 13

### SUBORDINATION/ATTORNMEN

13.1 **Subordination of Lease.** Tenant's interest under this Lease is and shall be subordinate to the lien of any, encumbrance, mortgage or deed of trust on the Premises ("**Mortgage**") now or hereafter placed on the Landlord's interest in the Premises; provided that, as a condition precedent to the subordination of the Lease to any future Mortgage hereinafter encumbering fee title to the Property, such lender shall have executed a subordination, non-disturbance, and attornment agreement ("**Subordination**

**Agreement**”), which is in a form reasonably acceptable to Tenant, whereby (a) Tenant’s tenancy under this Lease and possession of the Premises will not be disturbed so long as Tenant is not in Default under this Lease beyond any applicable cure period and (b) upon termination of this Lease through foreclosure of any Mortgage (or deed in lieu thereof), Tenant shall agree to accept the purchaser at the foreclosure sale (or the transferee under the deed in lieu). With respect to any Mortgage now encumbering the Premises, the subordination provided for in this Section 13.1 shall be self-operative; provided, however, Tenant agrees to execute and deliver a Subordination Agreement, within 15 days following Landlord’s written demand therefor to subordinate this Lease to the lien of any such mortgage as Landlord or any Beneficiary, as herein defined, shall require, so long as Tenant’s leasehold interest will not be disturbed if Tenant is not in default beyond any applicable cure period. If the Premises shall be sold pursuant to default under the mortgage, Tenant shall not disaffirm this Lease but shall attorn to the mortgagee or purchaser.

13.2 **Successor Liability.** In the event of the enforcement by any mortgagee or beneficiary (collectively, “**Beneficiary**”) under a mortgage or deed of trust encumbering the Premises, of the remedies provided for therein or by law, Tenant will, upon request of any person succeeding to the interest of Landlord, as the result of said enforcement, automatically become the tenant of such successor-in-interest, without any change in the terms or other provisions of this Lease; provided, however, that said successor in interest shall not be: (i) liable for any act or omission of Landlord or obligated to cure any defaults of Landlord under this Lease that occurred prior to the time that Beneficiary or such successor succeeded to the interest of Landlord in the Premises; (ii) subject to any offsets or defenses which Tenant may be entitled to assert against Landlord; (iii) bound by any payment of rent or additional rent by Tenant to Landlord for more than 1 month in advance; (iv) bound by any amendment or modification of this Lease made without the written consent of Beneficiary or such successor, which consent shall not be unreasonably withheld; or (v) bound by any Landlord liability or obligation excluded by a Subordination Agreement. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming Tenant's attornment provided for hereunder.

## ARTICLE 14

### LEASEHOLD MORTGAGES

14.1 **Leasehold Encumbrances.** Tenant shall have the right to encumber its leasehold interest under this Lease by mortgage, deed of trust, collateral assignment, pledge, or otherwise (together, a “Leasehold Mortgage”) to a bank, savings and loan, insurance company or other party (“Leasehold Mortgagee”). Each right and privilege of Tenant under this Lease shall inure to the benefit of any Leasehold Mortgagee and such Leasehold Mortgagee may perform any of Tenant’s obligations on Tenant’s behalf. Performance by a Leasehold Mortgagee shall be deemed to be performance by Tenant insofar as Landlord is concerned. In the event any Mortgage is foreclosed, the foreclosing Leasehold Mortgagee may succeed to the Tenant’s interest under this Lease in accordance with the terms hereof. Landlord hereby agrees to the following for the benefit of any Leasehold Mortgagee, provided that written notice of such Leasehold Mortgagee’s name and mailing address is given to Landlord and Tenant:

(a) Landlord shall not terminate this Lease (or Tenant’s rights hereunder) for any Event of Default without first advising such Leasehold Mortgagee, in writing, of such Event of Default and permitting such Leasehold Mortgagee to cure such Event of Default on behalf of Tenant within thirty (30) days after Landlord has given notice to such Leasehold Mortgagee (“Leasehold Mortgagee Cure Period”), which notice may be given concurrently with the notice of default provided to Tenant pursuant to Section 12.1 of this Lease.

(b) Notwithstanding any provision herein to the contrary, so long as the time for a Leasehold Mortgagee to cure a default within the Leasehold Mortgagee Cure Period provided for under this Lease has not expired, Lessor shall not: (i) re-enter the Premises; (ii) serve a notice of election to terminate this Lease; or (iii) bring a proceeding on account of such default to: (A) dispossess Lessee and/or other occupants of the Premises; (B) re-enter the Premises; or (C) terminate this Lease.

(c) In the case of any nonmonetary Event of Default that a Mortgagee cannot reasonably cure without possession of the Premises, Leasehold Mortgagee shall be entitled (but not required) to do the following:

(i) At any time during the Leasehold Mortgagee Cure Period, Leasehold Mortgagee may initiate proceedings, and (subject to any stay in any bankruptcy proceedings affecting Tenant, or any injunction, so long as such stay or injunction has not been lifted) then diligently and expeditiously prosecute the same to completion (but not necessarily within such 30 day period, to obtain control of the Premises.

(ii) Upon obtaining control of the Premises (whether before or after the expiration of any Leasehold Mortgagee Cure Period that otherwise applies), Leasehold Mortgagee or the party acquitting Tenant's interest under this Lease shall proceed with reasonable diligence and expediency to cure such nonmonetary Event of Default as are then reasonably susceptible of being cured by such Leasehold Mortgagee, within 30 days after such Leasehold Mortgagee shall have obtained control of the Premises.

(iii) Upon obtaining control of the Premises (whether before or after the expiration of any cure period that otherwise applies), Leasehold Mortgagee or the party acquitting Tenant's interest under this Lease pursuant to foreclosure or an assignment in lieu of foreclosure ("Successor Tenant") shall not be required to cure any Tenant Specific Defaults and such Tenant Specific Defaults shall be deemed waived; provided that, Leasehold Mortgagee either before or immediately after a foreclosure of its Mortgage (1) makes all payments and performs all obligations hereunder capable of being performed by the Leasehold Mortgagee or the Successor Tenant and (2) thereafter continues to comply with those provisions of this Lease with which, by their very nature, the Leasehold Mortgagee or Successor Tenant may comply. For purposes of this Lease, a "Tenant Specific Default" means any default that: (a) is not reasonably susceptible of cure by a Leasehold Mortgagee, such as any default resulting from a bankruptcy proceeding or (b) by its nature relates only to, or can reasonably be performed only by, Tenant.

(d) If a Leasehold Mortgagee enforces the rights and remedies pursuant to the terms of its Mortgage (including foreclosure of any liens or security interests encumbering the estates and rights of Tenant under this Lease) such enforcement shall not constitute an Event of Default by Tenant hereunder. Leasehold Mortgagee need not obtain Landlord's consent to exercise its remedies and rights (including foreclosure of any liens) provided Leasehold Mortgagee sends Landlord written notice thereof.

(e) In the event a Leasehold Mortgagee should foreclose the liens and security interests of its Leasehold Mortgage and shall, as a result of such foreclosure, succeed to the rights of Tenant hereunder, then such Leasehold Mortgagee or Successor Tenant shall be subject to all the terms and conditions of this Lease and shall be entitled to all the rights and benefits of this Lease.

(f) In the event that this Lease is terminated for any reason or rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditor's rights, then, so long as a Leasehold Mortgagee has cured any monetary Events of Default and curing any non-monetary Events of Default (other than the bankruptcy of Tenant or other Tenant Specific Defaults) as provided herein, Landlord shall, immediately upon written request from such Leasehold Mortgagee received within thirty (30) days after any such termination, rejection or disaffirmance, without demanding additional consideration therefor, enter into a new agreement in favor of such Leasehold Mortgagee, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or a sublessee prior to such termination, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, rejection or disaffirmance, and continuing for the remaining term of this Lease before giving effect to such termination, rejection or disaffirmance, and (iii) be entered into at no cost or expense to Landlord; and, until such time as such new agreement is executed and delivered, the Leasehold Mortgagee may enter, use and enjoy the Premises as if this Lease were still in effect, subject to the obligation to comply with all duties and liabilities of Tenant hereunder in connection with such entry upon and corresponding use of the Premises. At the option of the Leasehold Mortgagee, the new agreement may be executed by a designee of such Leasehold Mortgagee. If more than one Leasehold Mortgagee makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Leasehold Mortgagee whose Mortgage is senior in priority.

(g) Where Tenant has given written notice to Landlord in accordance with this Section of the name and mailing address of a Leasehold Mortgagee, (i) Landlord shall not agree to any material modification or amendment to this Lease and (ii) Landlord shall not accept a surrender or termination of this Lease in each such case without the prior written consent of each such Leasehold Mortgagee.

**ARTICLE 15**

**ADDITIONAL PROVISIONS**

15.1 **Reserved.**

15.2 **Notices.** Any notice provided for or permitted to be given hereunder must be in writing and may be given by (i) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, or by overnight nationally-recognized courier service provided a receipt is required, addressed as set forth in this Section; or (ii) delivering the same to the party to be notified. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

Landlord's address for notices:

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

Tenant's address for notices:

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

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section.

**15.3 Modification and Non Waiver.** No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in writing executed by both parties hereto. No waiver by either party of any breach or default of any term, condition or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character or description under any circumstance. No waiver of any breach or default of any term, condition or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

**15.4 Governing Law.** This Lease shall be construed in accordance with the laws of the state in which the Premises are located. Each party waives the right to a jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising under this Lease.

**15.5 Number and Gender; Caption; References.** Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof," "hereby," "herein" or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease. Whenever placed before one or more items, the words "include," "includes," and "including" shall mean considered as part of a larger group, and not limited to the item(s) recited.

**15.6 Estoppel Certificate.** Landlord and Tenant shall execute and deliver to each other, within a reasonable time following written request therefor by the other party, a certificate addressed as indicated by the requesting party and stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendment;
- (c) whether or not there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular article, section or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested.

15.7 **Exhibits.** All exhibits and addenda attached hereto are incorporated herein for all purposes.

15.8 **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15.9 **Attorney Fees.** If suit should be brought for recovery of the Premises, or for any sum due under this Lease, or because of any act arising out of Tenant's possession of the Premises, or because of an alleged default by Landlord, the prevailing party shall be entitled to all reasonable costs and legal fees incurred in connection with such action.

15.10 **Surrender of Premises; Holding Over.**

15.10.1 Tenant will surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair, reasonable wear and tear, casualty and condemnation excepted, and will surrender all keys to the Premises to Landlord at the place then fixed for Tenant's payment of Base Rent or as Landlord otherwise directs. Tenant will at such time remove all of Tenant's Equipment from the Property and, if Landlord so requires, all Improvements Tenant placed on the Property. Tenant will promptly repair any damage to the Premises or the Land caused by such removal. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, that Tenant is allowed to leave at the Premises. All property of Tenant not removed in compliance with Section 5.4 of this Lease is deemed abandoned. Landlord may remove all such abandoned property from the Premises and cause its transportation and storage in a public warehouse or elsewhere at the cost and for the account of Tenant, and if Tenant fails to pay the storage charges therefor Landlord may cause such property to be sold or otherwise disposed of without further obligation or any accounting to Tenant. Landlord will not be liable for damage, theft, misappropriation or loss of any such property or in any other manner in respect thereto.

15.10.2 If Tenant remains in possession of the Premises after the expiration or termination of the term of this Lease or Tenant's right to possession of the Premises, without the execution of a new lease, Tenant shall pay rent during such holding over at two hundred percent (200%) of the rent due for the preceding year prorated monthly during the term of this Lease plus all other sums due under this Lease and subject to all other obligations of this Lease computed on a monthly basis for each month or partial month that Tenant remains in possession (the "**Holdover Rent**") and shall otherwise comply with all the terms of this Lease except that Tenant shall not be entitled to any renewal options. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by legal action or any other rights hereunder, and any receipt of payment of Holdover Rent by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant. In addition, Tenant shall be liable for all damages (including attorneys' fees and expenses) of whatever type incurred by Landlord as a result of such holding over.

15.10.3 If Tenant shall, without consent of Landlord, hold over after the expiration or termination of the Lease, (i) Tenant shall be deemed to be a tenant at sufferance; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; (iii) Tenant shall pay Landlord the Holdover Rent for the time during which Tenant is in possession of the Property beyond the expiration or termination of the Lease and (iv) such tenancy may be terminated by Landlord upon three (3) days prior written notice or the earliest date permitted by law.

15.10.4 If Tenant shall, with consent of Landlord, hold over after the expiration or termination of the term of this Lease or Tenant's right to possession of the Premises then, in either such event, Landlord shall be a month-to-month tenant on the same terms as herein provided insofar as the same are applicable to a month-to-month tenancy, except that the Tenant shall pay Landlord the Holdover Rent in lieu of rent and the holdover period may be terminated by either Landlord or Tenant upon thirty (30) days' notice to the other party.

15.11 **No Partnership.** It is the intention of this Lease to create the relation between the parties hereto of landlord and tenant and no other relation whatsoever, and nothing herein contained shall be construed to make the parties hereto partners or joint venturers, or to render either party hereto liable for any of the debts or obligations of the other party.

15.12 **Force Majeure.** As used herein "**Force Majeure**" shall mean the occurrence of any event (other than failure to obtain financing for, failure to refinance or cessation of disbursements under existing financing for, the purchase, construction, demolition, repair or ownership of the Land or Improvements) which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (other than payment of Rent) and the prevention or cessation of which event is beyond the reasonable control of the obligor. If Tenant shall be delayed, hindered or prevented from performance of any of its obligations (other than to pay Rent) by reason of Force Majeure (and Tenant shall not otherwise be in default hereunder) the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by Tenant: (i) Tenant shall give prompt written notice of such occurrence to Landlord; and (ii) Tenant shall diligently attempt to remove, resolve or otherwise eliminate such event, keep Landlord advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. Anything contained in or inferable from this Lease to the contrary notwithstanding, Tenant shall not be relieved by any event of Force Majeure from Tenant's obligations to pay Rent hereunder, nor shall the Term be extended thereby. If either party is prevented by Force Majeure from performing any obligation under this Lease (excluding the payment of money, as detailed below), the time for such party's performance of such obligation will be deemed extended for the period such party was actually and reasonably prevented from performing such obligation as a direct result of the Force Majeure event. The party asserting Force Majeure (a) must give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (b) has the burden of demonstrating (i) how and why their performance was so prevented, and (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself). However, no event of Force Majeure will be deemed to prevent, extend, excuse or suspend the time of performance for any obligation under the Lease that is capable of being satisfied by the payment of money, including without limitation any of Tenant's obligations to pay Rent under this Lease after the Rent Commencement Date. For purposes of this Lease, "**Force Majeure**" means any act of God; strike, lockout, or labor trouble; unforeseen inability to procure materials; act of war or terrorism; pandemic; abnormally inclement weather; imposition by a governmental authority of any law, regulation, order, or directive that was not enacted or reasonably contemplated on the Effective Date; unforeseen inability to obtain any required license, permission or authorization (despite the commercially reasonable pursuit thereof); or other cause or event beyond the control of the party asserting Force Majeure.

15.13 **Entire Agreement.** This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any agreements entered into between Landlord and Tenant of even date herewith are not, however, merged herein.

15.14 **Successors and Assigns.** This Lease shall constitute a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to Tenant's rights to assign, sublet or encumber, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

15.15 **No Third Parties Benefitted.** The terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party is intended to benefit herefrom.

15.16 **Survival.** Any terms and provisions of this Lease pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

15.17 **No Accord and Satisfaction.** The acceptance or endorsement by Landlord of any payment or check from Tenant shall not be deemed an accord and satisfaction and shall not prejudice Landlord's right to recover the balance of any amounts due under the terms of this Lease, unless otherwise expressly agreed by Landlord in writing.

15.18 **Landlord and Tenant Defined.** The word "**Landlord**", as used in this Lease, shall include the original Landlord named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Landlord in the Land and the interest of Landlord under this Lease. The word "**Tenant**", as used in this Lease, shall include the original Tenant named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Tenant in the Premises and the interest of Tenant under this Lease.

15.19 **Commissions.** Each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning the lease of the premises. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any such claims. As used in this Lease, the term "broker" will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "commission" will refer to any brokerage, advisory, or finder's fees or commissions. This brokerage indemnity shall survive the cancellation or termination of this Lease.

15.20 **Authority.** Landlord and Tenant hereby represent to the other that: (i) Landlord is a duly authorized and existing Nebraska limited liability company and Tenant is a duly authorized and existing Nebraska limited liability company, (ii) each has full right and authority to enter into this Lease; and (iii) each person signing on behalf of the Landlord and Tenant are authorized to do so. Tenant hereby represents and warrants to Landlord that the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound.

15.21 **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

15.22 **Business Days.** If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

15.23 **Remedies Cumulative.** All rights and remedies of Landlord herein created or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

15.24 **Sale of Premises.** In the event of any sale of the Premises or assignment of this Lease by Landlord, Landlord shall be and is hereby relieved of all liability under any and all of Landlord's covenants and obligations contained in this Lease arising from and after such sale or assignment, provided that the purchaser or assignee at such sale of the Premises or assignment of this Lease shall agree in writing to assume all of the duties, obligations and liabilities of Landlord under this Lease.

15.25 **No Recording of Lease.** In no event shall Tenant record this Lease, and the breach of this covenant shall be deemed an event of default for which no cure period is applicable. However, upon request of either Landlord or Tenant, the parties shall enter into a memorandum of lease in substantially the same form as attached hereto as **Exhibit "B"**, which instrument may be recorded by, and at the expense of, the requesting party.

15.26 **Covenants and Conditions.** Each provision of this Lease performable by Tenant or Landlord shall, as applicable, be deemed both a covenant and a condition.

15.27 **Limitation on Landlord's Liability.** Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that any money judgment against Landlord resulting from any default or other claim arising under this Lease may be satisfied only out of the rents, issues, profits and other income (collectively "**income**") actually received from the operation of the Premises, and no other real, personal or mixed property of Landlord or its representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, or partners, wherever situated, may be subject to levy on any judgment obtained against Landlord and if such income is insufficient for the payment of such judgment, Tenant may not institute any further action, suit, claim or demand, in law or in equity, against Landlord for or on the account of such deficiency. Tenant hereby waives, to the fullest extent permitted by law, any right to satisfy a money judgment against Landlord except from income received by Landlord from the operation of the Premises. If there is a transfer and assignment by Landlord of its interest in this Lease and in the building containing the Premises to a transferee that assumes Landlord's obligations under this Lease, whether by written agreement or by operation of law, Landlord will thereby be released from any further obligations hereunder. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord will thereby be discharged of any further obligation relating thereto.

15.28 **Certain Waivers.** Tenant hereby expressly waives and disclaims any lien or claim which Tenant has or may have in and to any property belonging to Landlord or on the Rent due to Landlord under this Lease. It is specifically understood and agreed that if Landlord commences any proceedings against Tenant for non-payment of Rent, Tenant may not interpose any noncompulsory counter-claim or other claim against Landlord of whatever nature or description in any such proceedings.

15.29 **Consent by Landlord.** Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Landlord may be granted by Landlord in its sole discretion.

15.30 **Limitation on Waiver.** One or more waivers of any covenant, term or condition of this Lease by either party may not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

15.31 **Administrative Charge.** Tenant shall pay Landlord, as Additional Rent, the sum of \$1,000.00 to reimburse Landlord for its administrative, processing and legal expenses for reviewing or approving any proposed document initiated by Tenant which amends, terminates or otherwise affects the Lease including Transfer approvals, which amount shall be due and payable at the time of Tenant's initial request.

15.32 **Office of Foreign Assets Control Certification.** Tenant certifies that it is not acting, directly or indirectly, for or on the behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specifically Designated National and Blocked Person**" or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

15.33 **Quiet Enjoyment.** So long as Tenant does not commit an event of default, Tenant may peaceably and quietly hold and enjoy the Premises for the Term, without hindrance or interruption by Landlord.

15.34 **Sales Reporting.** Tenant shall submit to Landlord on or before the 60th day following the end of each Lease Year, and the 60th day following the end of the Term a written statement signed by Tenant, certified by it to be true and correct, and showing in reasonably accurate detail and satisfactory in scope to Landlord the amount of Gross Receipts during the preceding Lease Year, or partial Lease Year, as applicable (the "**Annual Statement**"). If requested by Landlord, Tenant shall provide an Annual Statement that is duly certified by an independent certified public accountant of recognized standing, which certification must be satisfactory to Landlord in scope and substance. Tenant hereby agrees that failure to deliver any Annual Statement will be an automatic default under this Lease, and in addition to Landlord's other rights and remedies, Tenant shall pay to Landlord \$25.00 for each day that Tenant is delinquent in delivering to Landlord any Annual Statement. "**Gross Receipts**" means any and all receipts and revenues from all business conducted at, upon or from the Premises by Tenant, all subtenants, licensees, concessionaires and assignees and all others, whether evidenced by cash, check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, amounts received from the sale of any goods or other merchandise whatsoever, for services performed on the Premises, from vending or other machines, and from orders of goods, merchandise, or services taken at the Premises (whether such orders are filled from the Premises or elsewhere). Gross Receipts will not include: (i) the amount of any sales or other tax imposed by any governmental authority directly on sales and collected from customers if such amount is paid by Tenant to such governmental authority; (ii) transfers of merchandise or goods between different stores of Tenant; (iii) returns to shippers or manufacturers; (iv) cash or credit refunds to customers on transactions otherwise included in Gross Receipts; (v) sales of fixtures, machinery and equipment after use thereof in the conduct of Tenant's business in the Premises (except where Tenant is in the business of selling such fixtures, machinery or equipment); and (vi) sales at a discount to Tenant's employees, not to exceed 2% of Gross Receipts per year. No income or other tax or other item of expense whatsoever may be deducted from the amount of Gross Receipts. Each charge or sale upon installment or credit will be treated as a sale for the full price in the month during which such charge or sale is made, irrespective of the time when Tenant receives payment (whether full or partial) therefor.

15.35 **Tenant Right of First Refusal.** In the event that at any time during the Lease Term, if Landlord shall desire to sell the Premises and Landlord shall receive a bona fide written offer from any third party, Landlord shall by written notice to Tenant, offer to Tenant the right to enter into a contract for the purchase of the Premises on the same terms set forth in such bona fide written offer and Tenant shall have fifteen (15) business days after receipt of such notice and offer in which to accept in writing such terms and conditions. Upon any acceptance of such offer by Tenant, Landlord and Tenant shall enter into a contract for the purchase of the Premises upon the same terms and conditions specified in the notice from Landlord to Tenant. In the event that Tenant shall fail to accept the terms and conditions of sale by

written notification to Landlord prior to the expiration of such fifteen (15) business day period, Landlord shall thereafter be free to sell the Premises to any such unaffiliated third party pursuant to the bona fide written offer for a period of twelve months. The right of first refusal contained in this Section 15.35 shall not apply to a foreclosure or similar sale of the Premises by any holder of a mortgage on the Premises or to the granting of a deed in lieu of foreclosure by Landlord to such holder and shall not apply to the subsequent sale of the Premises by a purchaser of the Premises at a foreclosure or a similar sale or by the grantee of a deed in lieu of foreclosure.


15.36 **Exclusivity.** In order to ensure the success of the hotel developed on the Premises and for the mutual benefit of Landlord and Tenant hereunder, Landlord and Tenant each agree that neither party or their Affiliates shall develop, own, operate, or lease property for another hotel within two (2) miles of the Premises.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the Effective Date.

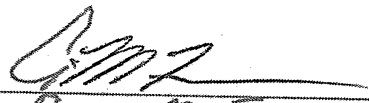
**LANDLORD:**

CONVERGENCE L.L.C., a Nebraska limited liability company

By:   
Name: TOM JACKSON  
Title: CEO/President  
Signature Date: 11/30/2021

**TENANT:**

CBUS HOTELS, LLC, a a Nebraska limited liability company

By:   
Name: Carrie M. Foreman  
Title: MEMBER  
Signature Date: 11-30-21

7.C. Public hearing - Application from Union Bank and Trust for final plat and development agreement of Union Bank and Trust Subdivision (southwest corner 23rd Street and 16th Avenue). (Planning Commission recommends approval.)

## NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and the council of the City of Columbus, NE, will be held on Monday, August 19, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Union Bank and Trust Subdivision, a tract of land composed of the remaining portion of Lot 5, Block 'D', Goeckel Addition, and Lots 6 and 7, Goeckel 2nd Addition, all located in the northwest quarter of Section 20, Township 17 North, Range 1 East of the 6th P.M., City of Columbus, Platte County, Nebraska, and more particularly described as follows: beginning at the northwest corner of said remaining portion of Lot 5, said point being the true point of beginning; thence, easterly, on the North line of said remaining portion of Lot 5, and the North line of said Lot 6, said line being the South right of way line of 23rd Street/US Highway 30, on an assumed bearing of N88°33'38"E, a distance of 215.18' to a northeast corner of said Lot 6; thence S66°53'01"E, on a northeast line of said Lot 6, a distance of 12.99' to a northeast corner of said Lot 6; thence S01°11'38"E, on an east line of said Lots 6 and 7, said line being a West right of way line of 16th Avenue, a distance of 206.53' to the southeast corner of said Lot 7; thence S88°32'31"W, on the South line of said Lot 7 and the South line of said remaining portion of Lot 5, a distance of 227.10' to the southwest corner of said remaining portion of Lot 5; thence N01°10'16"W, on the West line of said remaining portion of Lot 5, a distance of 212.01' to the point of beginning, said tract contains a calculated area of 48,096.21 square feet or 1.10 acres, more or less (southwest corner of 23 St and 16 Ave) and at said time and place you may appear and be heard.

City of Columbus  
Shuraya Choat, City Clerk

Publish: 08:08:24  
Affidavit of Publication

The City of **Columbus**

**MEMORANDUM**

---

---

**DATE:** August 5, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Union Bank & Trust Subdivision - Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Union Bank & Trust Subdivision as it is consistent with the Preliminary Plat and Columbus Land Development Ordinance.

**DISCUSSION:**

The addition consists of 1 commercial lot, concrete paving of adjacent 16<sup>th</sup> Avenue, storm sewer extension, and stormwater treatment and detention. The property is within the corporate limits.

**FISCAL IMPACT:**

Minor costs for street and utility maintenance.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Andrew J. Woschke

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

**MAJOR APPLICATION  
FOR SUBDIVISION OR ADDITION  
PRELIMINARY PLAT / FINAL**

(CIRCLE ONE)

DATE: 7/17/2024

NAME OF SUBDIVISION: Union Bank and Trust

NAME OF PROPERTY OWNER: Union Bank and Trust

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Eric Beiermann

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 601 P Street, Lincoln, NE 68508

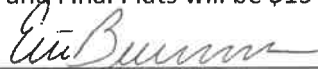
PHONE NUMBER: 402-570-9032

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: ebeiermann@olsson.com

NUMBER OF LOTS IN SUBDIVISION: 1

ADDRESS OF SUBDIVISION: TBD

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Derek Aldridge  
Perry Law Firm

Attorney / Legal Counsel for Applicant  
daldridge@perrylawfirm.com

Email of Attorney/Legal Counsel

Development Agreement submitted on: \_\_\_\_\_

City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

**REVIEW FOR UP TO DATE INFORMATION:**

**COLUMBUS LAND DEVELOPMENT ORDINANCE**

**CHAPTER 2, ARTICLE 3 PROCEDURES AND ADMINISTRATION**

<https://www.columbusne.us/114/Land-Development-Zoning-Code>

# UNION BANK AND TRUST SUBDIVISION FINAL PLAT

A SUBDIVISION OF THE REMAINING PORTION OF LOT 5, BLOCK 'D', GOECKEL ADDITION, AND LOTS 6 AND 7, GOECKEL 2ND ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA

### LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 5, BLOCK 'D', GOECKEL ADDITION, AND LOTS 6 AND 7, GOECKEL 2ND ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 5, AND THE NORTH LINE OF SAID LOT 6, SAID LINE BEING THE SOUTH RIGHT OF WAY LINE OF 23RD STREET/US HIGHWAY 30, ON AN ASSUMED BEARING OF N88°33'38"E, A DISTANCE OF 215.18' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S66°53'01"E, ON A NORTHEAST LINE OF SAID LOT 6, A DISTANCE OF 12.99' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S01°11'38"E, ON AN EAST LINE OF SAID LOTS 6 AND 7, SAID LINE BEING A WEST RIGHT OF WAY LINE OF 16TH AVENUE, A DISTANCE OF 206.53' TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S88°32'31"W, ON THE SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 227.10' TO THE SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5; THENCE N01°10'16"W, ON THE WEST LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 212.01' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 48,096.21 SQUARE FEET OR 1.10 ACRES, MORE OR LESS.

### SURVEYORS CERTIFICATE

I, ANDREW L. BROEKER, A NEBRASKA REGISTERED LAND SURVEYOR NO. 641, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.



Signed this 18 day of July, 2024  
 Name: Andrew L. Broeker  
 Surveyor's license No. L.S. 641  
 Olsson Phone: 402-474-6311  
 601 P Street Fax: 402-474-5160  
 Suite 200  
 Lincoln, NE 68508

Land Surveyor's Seal

### APPROVAL BY PLANNING COMMISSION

THIS PLAT OF "UNION BANK AND TRUST SUBDIVISION", TO THE CITY OF COLUMBUS, PLATTE COUNTY NEBRASKA, APPROVED BY THE PLANNING COMMISSION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN \_\_\_\_\_

### APPROVAL BY CITY COUNCIL

THIS PLAT OF "UNION BANK AND TRUST SUBDIVISION" IS HEREBY APPROVED BY THE CITY OF COLUMBUS, NEBRASKA BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED BY THE CITY COUNCIL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

MAYOR \_\_\_\_\_

### SCHOOLS DISTRICT

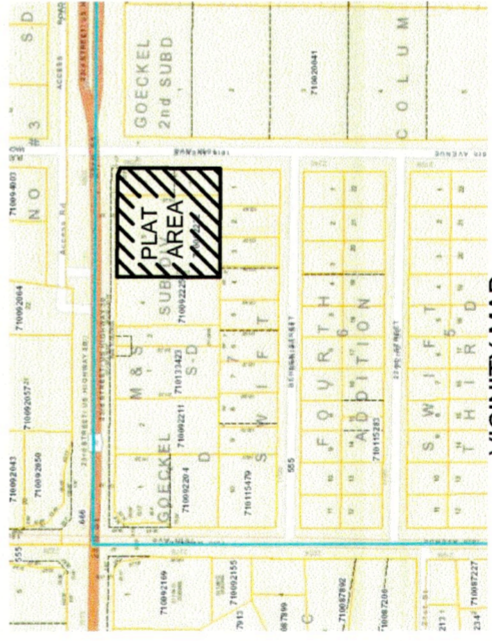
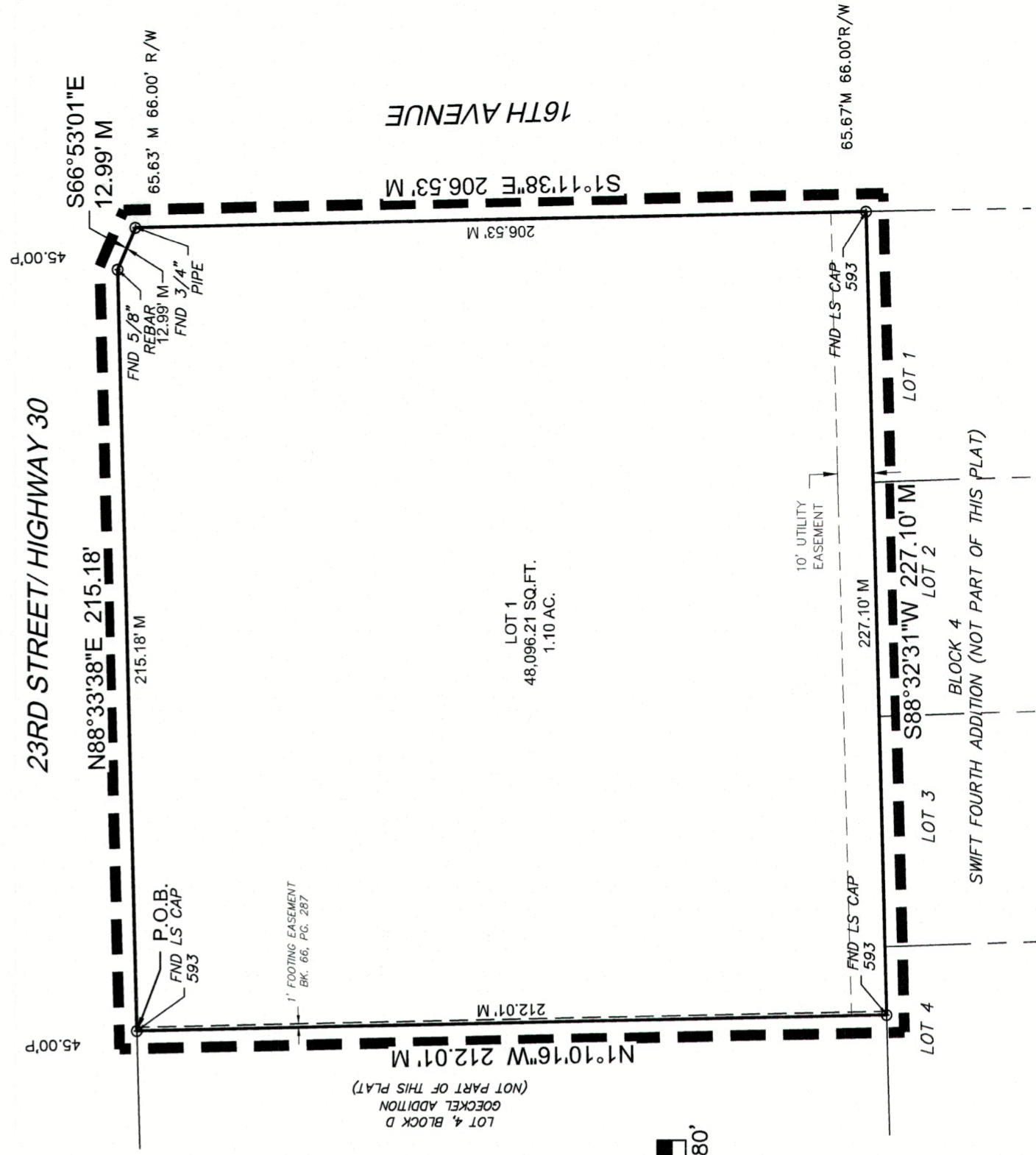
THIS PLAT OF "UNION BANK AND TRUST SUBDIVISION" IS HEREBY APPROVED BY DISTRICT NO. 71-00001 PLATTE COUNTY, NEBRASKA

SCHOOL SUPERINTENDENT \_\_\_\_\_

OWNER  
 UNION BANK AND TRUST COMPANY  
 3643 SOUTH 48TH ST.  
 LINCOLN, NE, 68506

ENGINEER  
 OLSSON  
 601 'P' ST.  
 STE 200  
 LINCOLN, NE, 68508

SURVEYOR  
 OLSSON  
 601 'P' ST.  
 STE 200  
 LINCOLN, NE, 68508



### GENERAL NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- M = MEASURED DISTANCE

7.C.1. Resolution No. R24-93 approving final plat and development agreement.

**RESOLUTION NO. R24-93**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 5, BLOCK 'D', GOECKEL ADDITION, AND LOTS 6 AND 7, GOECKEL 2ND ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 5, AND THE NORTH LINE OF SAID LOT 6, SAID LINE BEING THE SOUTH RIGHT OF WAY LINE OF 23RD STREET/US HIGHWAY 30, ON AN ASSUMED BEARING OF N88°33'38"E, A DISTANCE OF 215.18' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S66°53'01"E, ON A NORTHEAST LINE OF SAID LOT 6, A DISTANCE OF 12.99' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S01°11'38"E, ON AN EAST LINE OF SAID LOTS 6 AND 7, SAID LINE BEING A WEST RIGHT OF WAY LINE OF 16TH AVENUE, A DISTANCE OF 206.53' TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S88°32'31"W, ON THE SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 227.10' TO THE SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5; THENCE N01°10'16"W, ON THE WEST LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 212.01' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 48,096.21 SQUARE FEET OR 1.10 ACRES, MORE OR LESS, HEREINAFTER KNOWN AS UNION BANK AND TRUST SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA;; APPROVING THE PLAT THEREOF; APPROVING AND ACCEPTING THE UNION BANK AND TRUST SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND UNION BANK AND TRUST COMPANY, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE OWNER/DEVELOPER WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THE PROPERTY.

WHEREAS, UNION BANK AND TRUST COMPANY, is the owner of real estate described as follows:

A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 5, BLOCK 'D', GOECKEL ADDITION, AND LOTS 6 AND 7, GOECKEL 2ND ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 5, AND THE NORTH LINE OF SAID LOT 6, SAID LINE BEING THE SOUTH RIGHT OF WAY LINE OF 23RD STREET/US HIGHWAY 30, ON AN ASSUMED BEARING OF N88°33'38"E, A DISTANCE OF 215.18' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S66°53'01"E, ON A NORTHEAST LINE OF SAID LOT 6, A DISTANCE OF 12.99' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S01°11'38"E, ON AN EAST LINE OF SAID LOTS 6 AND 7, SAID LINE BEING A WEST RIGHT OF WAY LINE OF 16TH AVENUE, A DISTANCE OF 206.53' TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S88°32'31"W, ON THE SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 227.10' TO THE SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5; THENCE N01°10'16"W, ON THE WEST LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 212.01' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 48,096.21 SQUARE FEET OR 1.10 ACRES, MORE OR LESS.

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

WHEREAS, said Owner has laid out said land into lots, blocks, streets and avenues with appropriate utility easement areas under the name of UNION BANK AND TRUST SUBDIVISION to the City of Columbus, Platte County, Nebraska; and

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

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

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

WHEREAS, the plat referred to herein is the plat bearing the certificate of Olsson, Andrew L. Broeker, Registered Land Surveyor, under the date of July 18, 2024, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend storm sewer mains to serve said subdivision and to pay all costs for laying such storm sewer mains within the subdivision itself, to pave the entire width (33 feet) of 16th Avenue that abuts the subdivision according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and district no. 71-00001, Columbus, Nebraska; and

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

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of UNION BANK AND TRUST SUBDIVISION to the City of Columbus, Nebraska, thereof; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for UNION BANK AND TRUST SUBDIVISION to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted; the plat thereof be and the same hereby is approved as provided by law and that the Mayor and Clerk be and hereby are authorized or instructed to endorse such approval on said original plat; that the area carry the classification heretofore assigned of B-2 according to the Zoning Regulation of the City of Columbus, Nebraska; and that the UNION BANK AND TRUST SUBDIVISION Development Agreement attached hereto as **Exhibit "A"** is hereby approved and accepted and the Mayor and City Clerk are hereby authorized to sign the same.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Please return to:  
Derek A. Aldridge  
Perry Law Firm  
233 S. 13<sup>th</sup> St., Suite 1400  
Lincoln, NE 68508  
daldridge@perrylawfirm.com

UNION BANK & TRUST SUBDIVISION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on 16 day of August, 2024, by and between Union Bank and Trust Company, a Nebraska banking corporation, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the real property included within the proposed plat attached hereto as Exhibit "A", commonly known as UNION BANK AND TRUST SUBDIVISION, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise of approximately 1.10 acres of real property.

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

SECTION I

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

A. The Subdivider shall install, when applicable and required, storm sewer systems and street and sidewalk improvements in accordance with City standards. The Subdivider shall be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of public streets, dedicated per plat (Exhibit "A"), or adjacent to the development all of said paving to be thirty-three (33) feet in width and eight (8) inches thick, and shall be constructed according to City standards. The entire cost of paving of public street and storm sewer improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement, if any. The city has agreed to pay for the difference between the 16<sup>th</sup> Ave. 8" concrete pavement and the 7" concrete pavement from the Union Bank site development lot. These prices will be decided using the contractors bid prices for each pavement thickness.

C. [omit]

D. The public storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easement areas, per plat (Exhibit "A") to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said public storm sewer system improvements. The entire cost of public storm sewer system improvements shall be paid by the Subdivider.

E. [omit]

F. [omit]

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

H. [omit]

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

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

Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

K. Subdivider shall provide copies of all required Federal and State permits to City prior to work on or in those respective areas.

L. Subdivider agrees to pay all costs necessary to extend private sanitary sewer, water and storm sewer that will service the property. Subdivider agrees to disconnect and plug all unused water service and sanitary sewer service lines at the main they are connected

## SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts for the public infrastructure improvements described herein the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

## SECTION III

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

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

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

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

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

## SECTION IV

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

#### SECTION V

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

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

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

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

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed

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

#### SECTION VI

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

#### SECTION VII

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

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

ATTEST:

CITY OF COLUMBUS

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


\_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM

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

SUBDIVIDER

UNION BANK AND TRUST COMPANY

By   
Jason Muhleisen, President and CEO

Dated this 16 day of August, 2024.

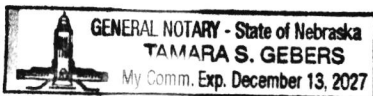
STATE OF NEBRASKA    )  
                                      ) ss.  
COUNTY OF LANCASTER )

On this 16 day of August, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jason Muhleisen, President and CEO of Union Bank and Trust Company, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

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

(My commission expires: 2/13/27)

Tamara S. Gebers  
Notary Public



# UNION BANK AND TRUST SUBDIVISION FINAL PLAT

A SUBDIVISION OF THE REMAINING PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA  
NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA

**APPROVAL BY PLANNING COMMISSION**

THIS PLAT OF "UNION BANK AND TRUST SUBDIVISION", TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVED BY THE PLANNING COMMISSION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN \_\_\_\_\_

APPROVAL BY CITY COUNCIL

THIS PLAT OF "UNION BANK AND TRUST SUBDIVISION" IS HEREBY APPROVED BY THE CITY OF COLUMBUS, NEBRASKA, BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED BY THE CITY COUNCIL, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

MAYOR \_\_\_\_\_

SCHOOLS DISTRICT \_\_\_\_\_

THIS PLAT OF "UNION BANK AND TRUST SUBDIVISION" IS HEREBY APPROVED BY DISTRICT NO. 71-00001 PLATTE COUNTY, NEBRASKA.

SCHOOL SUPERINTENDENT \_\_\_\_\_

OWNER  
UNION BANK AND TRUST COMPANY  
1601 P STREET  
LINCOLN, NE, 68508

ENGINEER  
OLSSON  
601 P STREET  
LINCOLN, NE, 68508

SURVEYOR  
OLSSON  
571 P STREET  
LINCOLN, NE, 68508

**LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 5, BLOCK 'D', GOECKEL ADDITION, AND LOTS 6 AND 7, GOECKEL 2ND ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY, ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 5, AND THE NORTH LINE OF SAID LOT 6, SAID LINE BEING THE SOUTH RIGHT OF WAY LINE OF 23RD STREET/US HIGHWAY 30, A DISTANCE OF 12.997 M; THENCE S88°32'31"W, ON AN EAST LINE OF SAID LOT 6, A DISTANCE OF 12.997 TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S91°11'28"E, ON AN EAST LINE OF SAID LOTS 6 AND 7, SAID LINE BEING A WEST RIGHT OF WAY LINE OF 16TH AVENUE, A DISTANCE OF 208.537 TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S88°32'31"W, ON THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 110.0 M; THENCE N87°10'19"W, ON THE WEST LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 212.01 TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 48,096.21 SQUARE FEET OR 1.10 ACRES, MORE OR LESS.

**SURVEYORS CERTIFICATE**

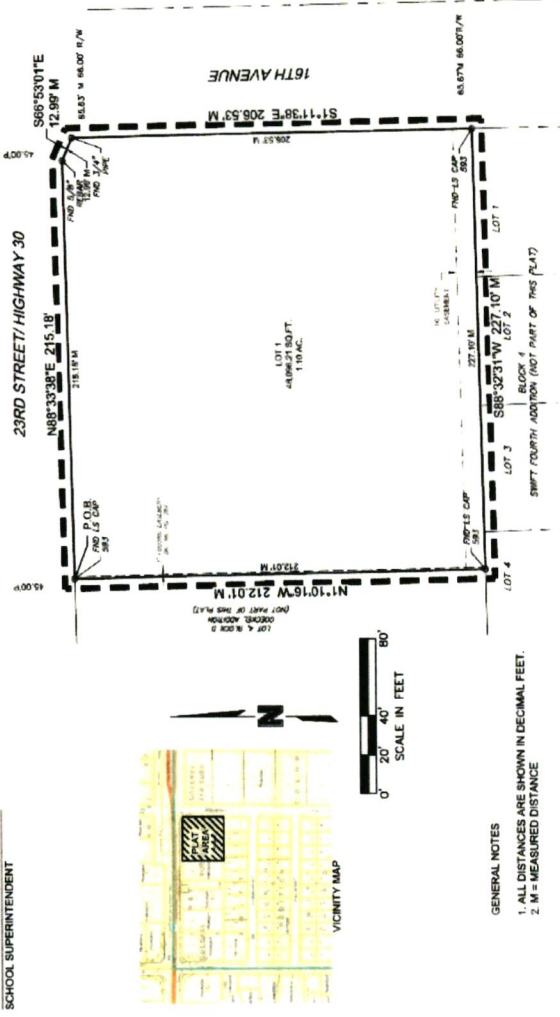
I, ANDREW L. BROCKER, A NEBRASKA REGISTERED LAND SURVEYOR NO. 641, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE WITH THE BEST OF MY KNOWLEDGE AND REASONABLE BELIEF, IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.



Signed this 13<sup>th</sup> day of July, 2024.  
Name: Andrew L. Brockert  
Surveyor's License No. LS 641  
Olsson  
Phone: 402-474-6311  
801 P Street  
Suite 200  
Lincoln, NE 68508  
Fax: 402-474-5190

Land Surveyor's Seal

Exhibit "A"



**GENERAL NOTES**

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. M = MEASURED DISTANCE

Once Recorded Return Document To:

Derek A. Aldridge  
Perry Law Firm  
233 S. 13<sup>th</sup> St., Suite 1400  
Lincoln, NE 68508

## **DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That Union Bank and Trust Company, is the owner of the following described real estate:

### LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 5, BLOCK 'D', GOECKEL ADDITION, AND LOTS 6 AND 7, GOECKEL 2ND ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 5, AND THE NORTH LINE OF SAID LOT 6, SAID LINE BEING THE SOUTH RIGHT OF WAY LINE OF 23RD STREET/US HIGHWAY 30, ON AN ASSUMED BEARING OF N88°33'38"E, A DISTANCE OF 215.18' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S66°53'01"E, ON A NORTHEAST LINE OF SAID LOT 6, A DISTANCE OF 12.99' TO A NORTHEAST CORNER OF SAID LOT 6; THENCE S01°11'38"E, ON AN EAST LINE OF SAID LOTS 6 AND 7, SAID LINE BEING A WEST RIGHT OF WAY LINE OF 16TH AVENUE, A DISTANCE OF 206.53' TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S88°32'31"W, ON THE SOUTH LINE OF SAID LOT 7 AND THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 227.10' TO THE SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 5; THENCE N01°10'16"W, ON THE WEST LINE OF SAID REMAINING PORTION OF LOT 5, A DISTANCE OF 212.01' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 48,096.21 SQUARE FEET OR 1.10 ACRES, MORE OR LESS,

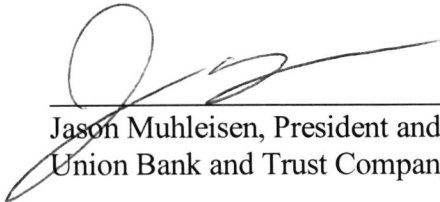
has caused the above described real estate to be laid out into lots, blocks, streets, and avenues with appropriate utility and drainage easements under the name of Union Bank and Trust

Subdivision to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, streets, avenues, and easements belonging to said subdivision, a plat of which bearing the date of R\_ - \_\_ and certified by \_\_\_ RLS # \_\_, is attached hereto.

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

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

IN WITNESS WHEREOF, the Grantor named herein has executed these presents this 16 day of August, 2024.

  
Jason Muhleisen, President and CEO  
Union Bank and Trust Company

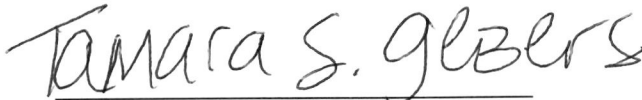
STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

On this 16 day of August, 2024, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Jason Muhleisen, President and CEO of Union Bank and Trust Company, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.



  
Notary Public

7.D. Public hearing - Text Amendment to Columbus Land Development Ordinance including changes to the Zoning Chapter proposing to add as a permitted use a "Truck Terminal" as a permitted use in an "MH" zone or with a Special Use Permit in a "B-2" zone and to amend Table 4-3 to reflect said change, and to add a new Section 6-13 Supplemental Use Regulations: Truck Terminals, setting forth supplemental use regulations for such use. (Planning Commission recommends approval.)

## NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, August 19, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, to consider a Text Amendment to the Zoning Chapter of the Columbus Land Development Ordinance (CLDO) for the City of Columbus, adopted May 20, 2024, by Ordinance No. 24-10, to-wit: Said Text Amendment proposes to add as a permitted use a "Truck Terminal" as a permitted use in a "MH" zone or with a Special Use Permit in a "B-2" zone and to amend Table 4-3 to reflect said change; and to add a new Section 6-13 Supplemental Use Regulations: Truck Terminals, setting forth supplemental use regulations for such use. A copy of the entire proposed text amendment is available at the office of the city clerk, City Hall, 2500 14 St, Suite 3, and at said time and place you may appear to be heard.

City of Columbus  
Shuraya Choat, City Clerk

Publish: 08:08:24  
Affidavit of Publication

# **CITY OF COLUMBUS MEMORANDUM**

---

**DATE:** August 1, 2024  
**FROM:** Andy Woehrer, Chief Building and Code Official  
**TO:** Tara Vasicek, City Administrator  
**RE:** Columbus Land Development Ordinance Text Amendments

## **RECOMMENDATION:**

Staff and I recommend approval of the text amendments made to the Columbus Land Development Ordinance.

## **DISCUSSION:**

We have recently received inquiries from several customers interested in establishing truck terminals in various parts of Columbus. Upon review, we noted that the current zoning regulations permit truck terminals exclusively in the Light Industrial Zoning District (ML/C-1).

Given the growing demand and the potential benefits to our community, we propose an amendment to allow truck terminals in the following districts:

1. General Industrial District (MH) - Permitted Use
2. General Commercial District (B-2) - Special Use Permit with specific requirements

We believe this amendment will better accommodate the needs of our customers and support the development of our city's infrastructure.

## **FISCAL IMPACT:**


None

## **ALTERNATIVE:**

Do not approve or revise text amendments

**SIGNATURE:**

By: Andrew J. Woelke

Approved By: 



## **The Columbus Land Development Ordinance for the City of Columbus**

**TABLE OF CONTENTS**  
**COLUMBUS LAND DEVELOPMENT ORDINANCE**

CHAPTER 1: ZONING	9
1 ARTICLE ONE: GENERAL PROVISIONS	9
1-1 Title	9
1-2 Jurisdiction	9
1-3 Purpose	9
1-4 Consistency with Comprehensive Development Plan and Long-Range Transportation Plan	9
1-5 Conflicting Provisions	10
1-6 Relief from Other Provisions	10
1-7 Severability of Provisions	10
2 ARTICLE TWO: DEFINITIONS	11
2-1 Purpose	11
2-2 General Construction of Language	11
2-3 Definitions of Terms	11
2-4 A	12
2-5 B	12
2-6 C	13
2-7 D	14
2-8 E	14
2-9 F	14
2-10 G	15
2-11 H	15
2-12 I	15
2-13 J	15
2-14 K	15
2-15 L	16
2-16 M	18
2-17 N	19
2-18 O	20
2-19 P	20
2-20 Q	21
2-21 R	21
2-22 S	21
2-23 T	22
2-24 U	22
2-25 V	23
2-26 W	23
2-27 X	23
2-28 Y	23
2-29 Z	23
3 ARTICLE THREE: USE TYPES	24
3-1 Purpose	24
3-2 Determinations	24
3-3 Agricultural Use Types	24
3-4 Residential Use Types	25
3-5 Office Use Types	25
3-6 Civic Use Types	26
3-7 Commercial Use Types	28
3-8 Parking Use Types	33
3-9 Industrial Use Types	33
3-10 Transportation Use Types	35
3-11 Miscellaneous Type Uses	35

4	ARTICLE FOUR: ZONING DISTRICT REGULATIONS	37
4-1	Purpose	37
4-2	Establishment of Districts	37
4-3	Application of Districts	38
4-4	Hierarchy	38
4-5	Development Regulations	38
4-6	Zoning Map	38
4-7	Interpretation of District Boundaries	39
4-8	Vacation of Streets and Alleys	39
5	ARTICLE FIVE: OVERLAY DISTRICTS	55
5-1	General Purpose	55
5-2	Purpose	55
5-3	Permitted Uses	55
5-4	Site Development Regulations	55
5-5	Access to Public Streets	55
5-6	Application Process	55
5-7	Adoption of District	56
5-8	Amendment Procedure	56
5-9	Building Permits	56
5-10	Termination of PUD District	57
5-11	Purpose	57
5-12	Permitted Uses	57
5-13	Site Development Regulations	57
5-14	Access to Public Streets	58
5-15	Application Process	58
5-16	Adoption of District	58
5-17	Amendment Procedure	59
5-18	Building Permits	59
5-19	Termination of CCD District	59
5-20	Purpose	59
5-21	Procedure for Adoption	59
5-22	Adoption of District	60
5-23	Building Permits	60
5-24	Purpose	60
5-25	Procedure for Adoption	61
5-26	Adoption of District	61
5-27	Building Permits	61
5-28	Statutory Authorization, Finding of Fact and Purposes	62
5-29	General Provisions	63
5-30	Establishment of Zoning Districts	64
5-31	Floodplain Management Administration	64
5-32	Standards for Floodplain Development	71
5-33	Nonconforming Use	77
5-34	Amendments	78
5-35	Definitions	78
5-36 to 5-39	Reserved for Future Use	82
5-40	A: Agricultural Overlay District	82
5-41	Purpose	82
5-42	Application of District	82
5-43	Permitted Uses	82
5-44	Pre-Existing Zoning	82
5-45	Adoption of District	83
6	ARTICLE SIX: SUPPLEMENTAL USE REGULATIONS	84
6-1	Purpose	84
6-2	Supplemental Use Regulations: Agricultural Uses	84
6-3	Supplemental Use Regulations: Residential Uses	84

6-4	Supplemental Use Regulations: Civic Uses .....	87
6-5	Supplemental Use Regulations: Commercial Uses .....	87
6-6	Supplemental Use Regulations: Industrial Uses.....	89
6-7	Supplemental Use Regulations: Home-Based Businesses.....	91
6-8	Supplemental Use Regulations: Accessory Uses.....	93
6-9	Supplemental Use Regulations: Outdoor Storage.....	94
6-10	Supplemental Use Regulations: Swimming Pools .....	94
6-11	Supplemental Use Regulations: Mailboxes .....	97
6-12	Supplemental Use Regulations: Cargo Containers and Portable Storage Containers.....	97
6-13	Supplemental Use Regulations: Truck Terminals.....	98
7	<b>ARTICLE SEVEN: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS</b> .....	99
7-1	Purpose .....	99
7-2	Setback Adjustments.....	99
7-3	Height Exceptions .....	103
7-4	Allowable Adjustments to Site Development Regulations for Creative Subdivisions .....	103
7-5	Fence Regulations .....	104
7-6	Downtown Building Standards .....	105
7-7	Appeals.....	106
8	<b>ARTICLE EIGHT: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS</b> .....	107
8-1	Purpose .....	107
8-2	Applicability .....	107
8-3	Landscaping Requirements .....	107
8-4	Bufferyard Provisions .....	109
8-5	Screening Standards.....	109
8-6	General Provisions.....	110
8-7	Grade Elevation at Residential Building Setback.....	110
8-8	Performance Standards in the B-2 and ML/C-1 Zoning Districts.....	111
9	<b>ARTICLE NINE: OFF-STREET PARKING</b> .....	112
9-1	Purpose .....	112
9-2	General Applications .....	112
9-3	Schedule of Off-Street Parking Requirements.....	112
9-4	Parking Facility Location.....	117
9-5	Off-Street Parking Design Standards.....	117
9-6	Off-Street Loading .....	121
9-7	Parking for Personal and Recreational Vehicles.....	122
10	<b>ARTICLE TEN: SIGN REGULATIONS</b> .....	123
10-1	Purpose and Intent.....	123
10-2	Applicability, Interpretation, Serviceability, and Non-Commercial Speech Substitution.....	124
10-3	Definition of Terms .....	124
10-4	General Sign Regulations.....	133
10-5	Prohibited and Exempt Signs.....	140
10-6	Method of Measurement for Regulations .....	141
10-7	Permitted Permanent Sign Type by Zoning District .....	146
10-8	Illumination/Lighting Sign Elements .....	147
10-9	Sign Type Supplemental Regulations: Permanent Signs.....	148
10-10	Master Sign Plan; Permanent Signs .....	152
10-11	Permitted Temporary Sign Type By Zoning District.....	154
10-13	Outdoor Advertising Signs .....	159
10-14	Outdoor Advertising Signs; Regulations for New Installations .....	161
10-15	Additional Regulations for the Downtown Business District .....	161
11	<b>ARTICLE ELEVEN: NONCONFORMING DEVELOPMENT</b> .....	163
11-1	Purpose .....	163
11-2	Regulations Additive.....	163
11-3	Nonconforming Lots .....	163
11-4	Nonconforming Structures .....	163
11-5	Nonconforming Uses.....	164

12	ARTICLE TWELVE: ADMINISTRATION AND PROCEDURES	166
12-1	Purpose	166
12-2	Site Plan Review Procedure	166
12-3	Special Use Permit Procedure	168
12-4	Amendment Procedure	175
12-5	Extension of the Extra-Territorial Jurisdiction	177
12-6	Building Permits and Certificates of Occupancy	178
12-7	Schedule of Fees, Charges and Expenses	179
12-8	Board of Adjustment	180
12-9	Powers and Duties of the Board of Adjustment	181
12-10	Appeals from the Board of Adjustment	183
12-11	Duties of Building Official, Board of Adjustment, City Council, and Courts on Matters of Appeal	183
12-12	Severability Clause	183
12-13	Complaints Regarding Violations	183
12-14	Penalties for Violation	183
12-15	Development Review Team (DRT)	184
13	ARTICLE THIRTEEN: PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE	185
13-1	Purpose and Legislative Intent	185
13-2	Title	185
13-3	Severability	185
13-4	Definitions	185
13-5	Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities	189
13-6	Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions	189
13-7	Exclusions	190
13-8	Eligible Facility Permit and Special Use Permit Application and Other Requirements	190
13-9	Location of Wireless Telecommunications Facilities	197
13-10	Shared Use of Wireless Telecommunications Facilities and Other Structures	198
13-11	Height of Telecommunications Towers	198
13-12	Visibility of Wireless Telecommunications Facilities	199
13-13	Security of Wireless Telecommunications Facilities	199
13-14	Signage	199
13-15	Lot Size and Setbacks	199
13-16	Retention of Expert Assistance and Reimbursement by Applicant	200
13-17	Public Hearing and Notification Requirements	200
13-18	Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities	201
13-19	Action on an Application for an Eligible Facility Permit for Wireless Telecommunications Facilities	201
13-20	Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities	201
13-21	Application Fee	202
13-22	Small Cell / DAS Facilities	202
13-23	Performance Security	202
13-24	Reservation of Authority to Inspect Wireless Telecommunications Facilities	202
13-25	Liability Insurance	203
13-26	Indemnification	204
13-27	Fines	204
13-28	Default and/or Revocation	205
13-29	Removal of Wireless Telecommunications Facilities	205
13-30	Relief	206
13-31	Periodic Regulatory Review by the City	207
13-32	Adherence to State and/or Federal Rules and Regulations	207

13-33	Adherence to International Building Code .....	207
13-34	Conflict with Other Laws .....	207
13-35	Effective Date .....	207
13-36	Authority .....	208
13-37 to 13-39	Reserved for Future Use .....	208
: PART B - SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY .....		209
13-40	Title .....	209
13-41	Severability .....	209
13-42	Definitions .....	209
13-43	Purpose and Scope .....	212
13-44	Permits to Occupy the Right-of-Way .....	213
13-45	Rates .....	216
13-46	Aesthetic and Design Standards .....	216
13-47	Independent Technical and Legal Review .....	217
13-48	Relief .....	217
14	ARTICLE FOURTEEN: SEXUALLY ORIENTED BUSINESS .....	218
14-1	Purpose and Intent .....	218
14-2	Definitions .....	218
14-3	Classification .....	222
14-4	Location of Sexually Oriented Businesses .....	222
14-5	Appeals, Exemption from Location Restrictions .....	223
14-6	Signs for Sexually Oriented Businesses .....	224
15	ARTICLE FIFTEEN: PERMITS TO OCCUPY THE RIGHT-OF-WAY .....	225
15-1	Definitions .....	225
15-2	Purpose; Scope; Exceptions .....	225
15-3	Permits .....	226
15-4	Fees and Taxes .....	230
15-5	Aesthetic and Design Standards .....	230
15-6	Independent Technical and Legal Reviews .....	233
15-7	Relief .....	233
CHAPTER 2: SUBDIVISIONS .....		234
1	ARTICLE ONE: GENERAL PROVISIONS .....	234
1-1	Title .....	234
1-2	Authority and Purpose .....	234
1-3	Relationship to the Comprehensive Plan .....	235
1-4	Jurisdiction and Applicability .....	236
1-5	Amendment .....	236
1-6	Fees .....	236
1-7	Enforcement .....	236
1-8	Penalties .....	236
1-9	Interpretation, Conflict, and Severability .....	237
2	ARTICLE TWO: DEFINITIONS .....	238
2-1	Purpose .....	238
2-2	Definitions of Terms .....	238
2-3	A. ....	238
2-4	B. ....	238
2-5	C. ....	239
2-6	D. ....	239
2-7	E. ....	240
2-8	F. ....	240
2-9	G. ....	240
2-10	H. ....	240
2-11	I. ....	240
2-12	J. ....	240
2-13	K. ....	240
2-14	L. ....	240

2-15	M.	241
2-16	N.	241
2-17	O.	241
2-18	P.	241
2-19	Q.	242
2-20	R.	242
2-21	S.	242
2-22	T.	243
2-23	U-Z.	243
3	ARTICLE THREE: PROCEDURES AND ADMINISTRATION	244
3-1	Purpose	244
3-2	Administrative Subdivisions	244
3-3	Minor Subdivisions	245
3-4	Major Subdivisions	247
4	ARTICLE FOUR: CIRCULATION SYSTEM DESIGN	260
4-1	Purpose	260
4-2	General Standards	260
4-3	Street Hierarchy and Design	261
4-4	Alleys	267
4-5	Lighting and Wiring	267
4-6	Arterials	271
5	ARTICLE FIVE: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE	272
5-1	Purpose	272
5-2	Water	272
5-3	Sanitary Sewers	273
5-4	Storm Sewers and Storm Water Management	274
5-5	Easements	276
5-6	Dedications	277
5-7	Public Infrastructure Improvement Impact Fee	277
6	ARTICLE SIX: IMPROVEMENT PROCEDURES	278
6-1	Purpose	278
6-2	Application	278
6-3	Pre-Construction Conference	278
6-4	Notification of Completion and Acceptance by City	278

# CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

## TABLE OF FIGURES

### COLUMBUS LAND DEVELOPMENT ORDINANCE

Figure 2-15: Lot Definitions .....	17
Figure 7-2 (a): Vision Clearance Zone .....	101
Figure 7-2 (b): Vision Clearance Zone .....	102
Figure 9-5 (a): Off-Street Parking Standards .....	118
Figure 9-5 (b): Parking Lot Internal Island .....	120
Figure 10-3 (a): Permanent Signs Examples .....	131
Figure 10-3 (b): Temporary Signs Example .....	132
Figure 10-6 (a): Lot Frontage Determination .....	143
Figure 10-6 (b): Formulas for Determining Sign Area for Signs with Two or More Faces .....	144
Figure 10-6 (c): Measurement of Sign Height .....	145
Figure 15-5: Street Right-of-Way .....	232

## TABLE OF TABLES

### COLUMBUS LAND DEVELOPMENT ORDINANCE

Table 4-1: Base Districts .....	37
Table 4-2: Purposes of Zoning Districts .....	40
Table 4-3: Permitted Uses by Zoning District .....	42
Table 4-4: Site Development Regulations .....	51
Table 8-1: Required Landscape Depth .....	108
Table 8-2: Bufferyard Requirements .....	109
Table 8-3: Maximum Permitted Sound Levels at Residential Boundaries .....	111
Table 9-1: Off-Street Parking Requirements .....	113
Table 10-1: Maximum Size of Exposed Glass Panel .....	137
Table 10-2: Permitted Permanent Sign Budget by District .....	142
Table 10-3: Permitted Permanent Signs by Type and Zoning District .....	146
Table 10-4: Permitted Permanent Signs by Type and Zoning District .....	147
Table 10-5: Permitted Site Development Standards for Detached Signs by Zoning Districts .....	148
Table 10-6: Permitted Site Development Standards for Attached Signs by Zoning Districts .....	149
Table 10-7: Permitted Temporary Signs by Type and Zoning District .....	155
Table 10-8: Permitted Banner Sign Number and Size by Street Frontage .....	156
Table 10-9: Permitted Freestanding Yard Sign Number and Size by Street Frontage .....	157
Table 12-1: Criteria for Site Plan Review and Special Use Permits .....	170
Table 3-1: Application Requirements .....	254
Table 3-2: Storm Water Treatment Facility Identifier .....	259
Table 4-1: Street Hierarchy .....	269
Table 4-2: Cartway Width .....	270
Table 4-3: Curb, Sidewalk, and Right-of-Way Requirements .....	271

# CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

## **CHAPTER 1: ZONING**

### **1 ARTICLE ONE: GENERAL PROVISIONS**

#### **1-1 Title**

Chapter 1 of this Ordinance shall be known as the Zoning Chapter of the Columbus Land Development Ordinance of the City of Columbus, Nebraska (CLDO), and shall be incorporated into the Columbus City Code as Title XV, Chapter 151.

#### **1-2 Jurisdiction**

The provisions of this Chapter shall be applicable to all property within the corporate limits of the City of Columbus and its extra-territorial jurisdiction as authorized by Section 16-901, Revised Statutes of Nebraska, 1943. Except as limited by §16-901 of Nebraska Revised Statutes, 1943, all existing or future zoning regulations, property use regulations, building ordinances, electrical ordinances, plumbing ordinances and ordinances authorized by §16-240 of Nebraska Revised Statutes, 1943, shall apply to the area two miles beyond and adjacent to the City's corporate boundaries to the extent shown on the Extra-Territorial Jurisdiction Map, the City's official map, with the same force and effect as if such outlying area were within the corporate limits of the City of Columbus. Boundaries of the Extra-Territorial Jurisdiction established by this ordinance shall be shown on the Extra-Territorial Jurisdiction Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of and concurrent with this ordinance. The Extra-Territorial Jurisdiction may be changed from time to time following the extension of City boundaries either by annexation or by additions brought into the City pursuant to the Subdivision Code. Such changes shall be reflected on the Extra-Territorial Map. The City Clerk and Engineer shall keep a complete record of all changes to the Extra-Territorial Jurisdiction Map.

#### **1-3 Purpose**

The purposes of the Columbus Land Development Ordinance of the City of Columbus are to:

- a. Serve the public health, safety, and general welfare of the city and its jurisdiction.
- b. Classify property in a manner that reflects its suitability for specific uses.
- c. Provide for sound, attractive development within the city and its jurisdiction.
- d. Encourage compatibility of adjacent land uses.
- e. Protect environmentally sensitive areas.
- f. Further the objectives of the Comprehensive Development Plan and Long-Range Transportation Plan of the City of Columbus.

#### **1-4 Consistency with Comprehensive Development Plan and Long-Range Transportation Plan**

The City of Columbus intends that this Columbus Land Development Ordinance and any amendments to it shall be consistent with the City's Comprehensive Development Plan and Long-Range Transportation Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Development Plan or Long-Range Transportation Plan because of subsequent amendments to that plan, it is the City's intent to amend this Ordinance to bring it into conformance with the plans.

## CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

### **1-5 Conflicting Provisions**

The Columbus Land Development Ordinance shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Columbus Land Development Ordinance conflicts with any other provision of the Columbus Land Development Ordinance, any other Ordinance of the City of Columbus, or any applicable State or Federal law, the more restrictive provision shall apply.

### **1-6 Relief from Other Provisions**

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

### **1-7 Severability of Provisions**

If any chapter, section, subsection, clause, or phrase of this Columbus Land Development Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### 2 ARTICLE TWO: DEFINITIONS

#### 2-1 Purpose

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Zoning Ordinance. The meaning and construction of words as set forth shall apply throughout the Zoning Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

#### 2-2 General Construction of Language

The following general rules of construction apply to the text of the Zoning Ordinance.

##### Headings

Section and subsection headings contained herein are provided for illustrative purposes only and shall not be deemed to limit, govern, modify, or otherwise affect the scope, meaning, intent of any provision of the Zoning Ordinance.

##### Illustration

In the case of any real or apparent conflict between the text of this Ordinance and any illustration explaining the text, the text shall apply.

a. Shall and May

"Shall" is always mandatory. "May" is discretionary.

b. Tenses and Numbers

Words used in the present tense include the future tense. Words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

c. Conjunctions

Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:

1. "And" indicates that all connected items or provisions apply.

2. "Or" indicates that the connected items or provisions may apply singly or in any combination.

3. "Either...or" indicates that the connected items or provisions shall apply singly but not in combination.

d. Referenced Agencies

Unless otherwise indicated, all public officials, bodies, and agencies referred to in this Chapter are those of the City of Columbus.

#### 2-3 Definitions of Terms

For the purposes of this Zoning Ordinance, certain terms and words are hereby defined. Certain sections contain definitions which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### **2-4 A**

1. **Abutting:** Having lot lines or district boundaries in common, including property separated by a public street or alley. Used interchangeably with adjacent.
2. **Accessory Structure:** A structure, which is incidental to and customarily associated with a specific principal use or building on the same site.
3. **Accessory Use:** A use, which is incidental to and customarily associated with a specific principal use on the same site.
4. **Addition:** Any construction, which increases the size of a building or structure in terms of site coverage, height, length, width, or gross floor area.
5. **Aerial Map:** An orthoimage with a scale of not less than 1 inch to 600 feet showing the location of a development project or subdivision in reference to surrounding property. The map shall show existing lots, streets, public facilities, flood plain and floodway zones, natural features, city limit or extra territorial jurisdiction lines. The area shown shall be sufficient to show how the proposed project or subdivision will fit into existing developments.
6. **Agent of Owner:** Any person showing written verification that he/she is acting for, and with the knowledge and consent of, a property owner.
7. **Alley:** A public right of way, which is used as a secondary means of access to abutting property.
8. **Alteration:** Any construction or physical change in the internal arrangement of spaces, the supporting members, the positioning on a site, or the appearance of a building or structure.
9. **Apartment:** A housing unit within a building designed for and suitable for occupancy by only one family.
10. **Attached:** Having one or more walls in common with a principal building or connected to a principal building by an integral architectural element, such as a covered passageway; facade wall extension; or archway.

### **2-5 B**

1. **Base District:** A district established by this Ordinance to prescribe basic regulations governing use and site development. No more than one base district shall apply to the same portion of a site.
2. **Basement:** A level of a building below street level that has at least one-half of its height below the surface of adjacent ground. A basement used for independent dwelling or business purposes shall be considered a story for the purposes of height measurement.
3. **Beginning of Construction:** At the time the site is disturbed or altered for the project.
4. **Blockface:** The property abutting one side of a street and lying between the two nearest intersection streets, or between the one nearest intersecting street or a major physical barrier, including, but not limited to, railroads, streams, lakes, the corporate limits of Columbus, or the Extra-territorial Jurisdiction of the City of Columbus.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

5. Bufferyard: A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.
6. Building: A structure having a roof and built to provide shelter, support, or enclosure for persons or property.
7. Building Coverage: The area of a site covered by buildings or roofed areas, excluding allowed projecting eaves, balconies, and similar features.
8. Building Line: The outer boundary of a building established by the location of its exterior walls.
9. Building Official: The Chief Building and Code Official is responsible for supervision and operation of the building and land use regulations of the City of Columbus.
10. Business: Activities that include the exchange or manufacture of goods or services on a site.
11. Business Center: A building containing more than one commercial business, or any group of non-residential buildings within a common development, characterized by shared parking and access.

### **2-6 C**

1. Certificate of Occupancy: An official certificate issued by the Building Official or his/her designee, indicating conformance with the zoning regulations and other applicable ordinances of the city and authorizing legal use of the premises for which it is issued.
2. Change of Use: The replacement of an existing use by a new use.
3. Cluster: A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common area, or the preservation of historically or environmentally sensitive features.
4. City: The City of Columbus, Nebraska.
5. City Council: The City Council of Columbus, Nebraska.
6. Collector Street: A street connecting neighborhoods within Columbus and its Extra-territorial jurisdiction, designed to carry traffic from local to arterial streets.
7. Common Area: An area held, designed, and designated for common or cooperative use within a development.
8. Common Development: A development proposed and planned as one unified project not separated by a public street or alley.
9. Compatibility: The degree to which two or more different land use types are able to exist together in close proximity, with no one use having significant negative effects on any other use.
10. Comprehensive Plan: The duly adopted Comprehensive Development Plan of the City of Columbus.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

11. Condominium: A real estate ownership arrangement that combines fee simple title to a specific unit and joint ownership in common elements shared with other unit owners. Types of units may include dwelling units, parking spaces, office spaces, or commercial spaces.
12. County: Platte County, Nebraska.
13. Courtyard: An open, unoccupied space, bounded on two or more sides by the walls of the building.
14. Creative Subdivision: A wholly or principally residential subdivision that permits a reduction in lot area, setback, or other site development regulations, provided the remaining land area is used for common area.

### **2-7 D**

1. Density: The amount of development per specific unit of a site.
2. Drive-in-Services: Uses which involve the sale of products or provision of services to occupants in vehicles.
3. Detached: Fully separated from any other building or attached to another building in such a manner as not to constitute an enclosed or covered connection.
4. Driveway: A permanently surfaced area providing vehicular access between a street and an off- street parking or loading area.
5. Downtown Business District: Area bounded by 10<sup>th</sup> Street and 15<sup>th</sup> Street and 21<sup>st</sup> Avenue and 32<sup>nd</sup> Avenue, all public rights-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.
6. Dwelling Unit: A single unit providing complete independent living facilities for one or more persons; including permanent provisions for living, sleeping, eating, cooking, and sanitation. The minimal dwelling size is 400 square feet.

### **2-8 E**

1. Easement: A privilege or right of use granted on, above, under, or across a particular tract of land by one owner to others.
2. Enclosed: A roofed or covered space fully surrounded by walls.

### **2-9 F**

1. Family: One (1) or more related persons living together and occupying a single dwelling unit with shared common living, sleeping, cooking, and eating facilities; or a group of non-related persons living together by joint agreement and occupying a single dwelling unit with shared common living, sleeping, cooking, and eating facilities on a non-profit, cost-sharing basis. A group of non-related persons shall consist of not more than three (3) persons in a dwelling unit containing two (2) bedrooms or less or a group of not more than four (4) persons living in a dwelling unit containing three (3) bedrooms or more. The following person shall be considered related for the purpose of this Ordinance:

## CHAPTER 1, ARTICLE 2: DEFINITIONS

- (a) Persons related by blood, marriage, or adoption;
  - (b) Persons residing with a family for the purpose of adoption;
  - (c) Not more than eight (8) persons under 19 years of age, residing in a foster house licensed or approved by the State of Nebraska;
  - (d) Not more than eight (8) persons 19 years of age or older residing with a family for the purpose of receiving foster care licensed or approved by the State of Nebraska;
  - (e) Person(s) living with a family at the direction of a court.
2. Federal: Pertaining to the Government of the United States of America.
  3. Floor Area Ratio: The quotient of gross floor area divided by gross site area.
  4. Frontage: The length of a property line of any one lot abutting and parallel to a public street or private access.

### **2-10 G**

1. Grade: The elevation of the finished surface of ground, paving, or sidewalk adjacent to any building line.
2. Gross Floor Area: The total enclosed area of all floors of a building, measured to the inside surfaces of the exterior walls. This definition excludes the areas of basements, elevator shafts, air spaces above atriums, and enclosed off-street parking and loading areas serving a principal use.

### **2-11 H**

1. Height: The vertical distance from the established grade to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip, shed, or gambrel roofs. Where a building is located on a slope, height shall be measured from the average grade level adjacent to the building.
2. Home Occupation: An accessory occupational use conducted entirely within a dwelling unit by its inhabitants, which is clearly incidental to the residential use of the dwelling unit or residential structure and does not change the residential character of its site.
3. Housing Unit or Dwelling Unit: A building or portion of a building arranged for and intended for occupancy as an independent living facility for one family, including permanent provisions for cooking.

### **2-12 I**

1. Impervious Coverage: The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

### **2-13 J**

### **2-14 K**

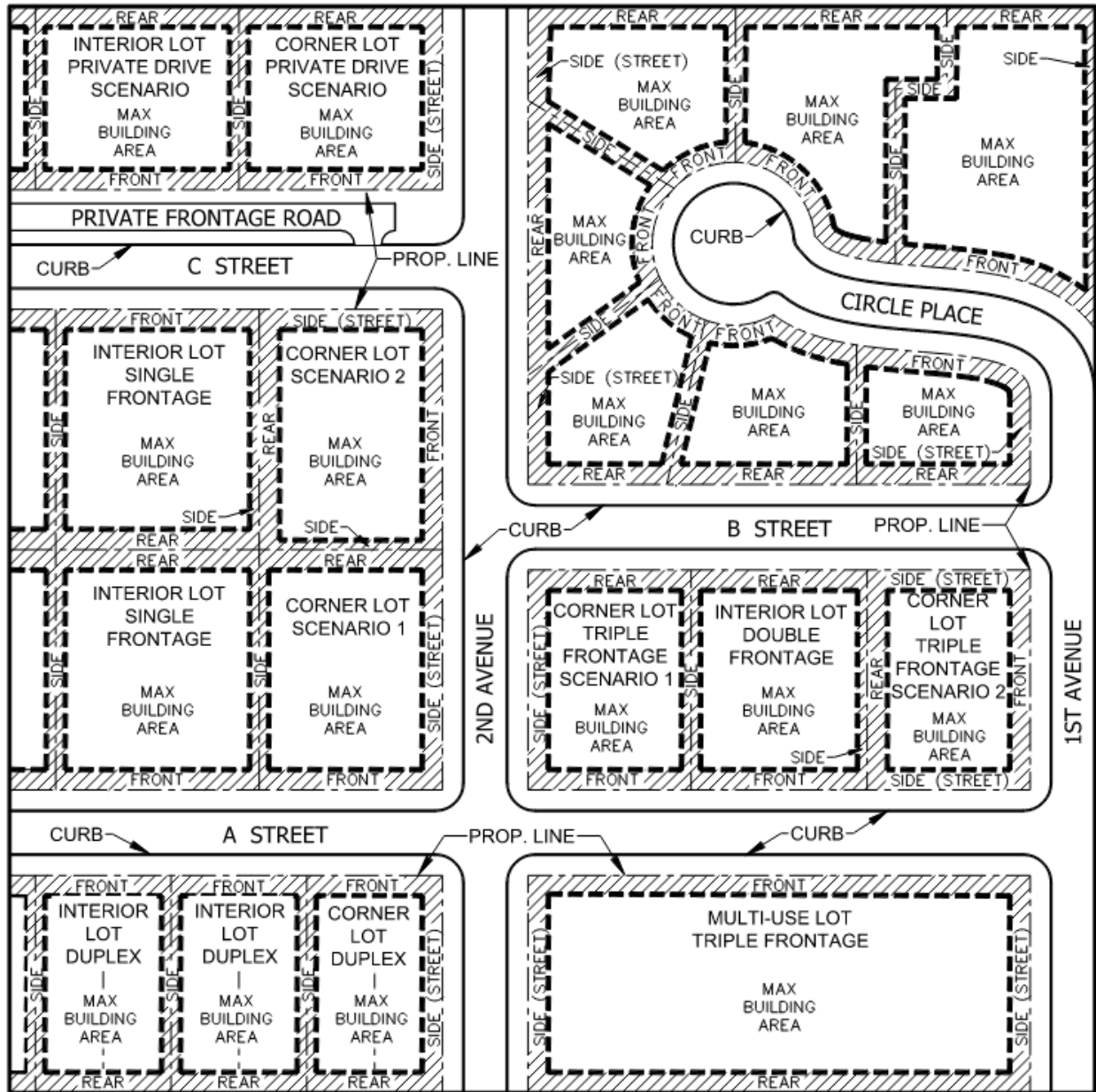
## CHAPTER 1, ARTICLE 2: DEFINITIONS

### 2-15 L

1. Landscaped Area: The area within the boundaries of a given lot, site or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, groundcover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily living landscape.
  - (a) Perimeter Landscaped Area: Any required landscaped area that adjoins the exterior boundary of a lot, site, or common development.
  - (b) Interior Landscaped Area: Any landscaped area within a site exclusive of required perimeter landscaping.
2. Loading Area: An off-street area used for the loading or unloading of goods from a vehicle in connection with the use of the site on which such area is located.
3. Long Range Transportation Plan: Transportation Planning Document that discusses how Columbus will grow over the next two decades and identified transportation strategies to enable a more resilient and economically vibrant future.
4. Lot: A parcel of real property with a separate and distinct number or other designation shown on a plat, record or survey, parcel map, or subdivision map recorded in the office of the Platte County Register of Deeds. When a lot is used together with one or more contiguous lots in a common development, all of the lots used, including any lots used for off-street parking shall be considered a single lot for purposes of these Zoning Regulations. A lot shall have a minimum frontage of 20 feet, except as provided in an approved Planned Unit Development and/or Creative Subdivision. See Figure 2-15.
  - (a) Corner Lot: A lot located at the intersection of two streets, private street access or on two segments of a curved street or private street access forming an angle of no more than 135 degrees.
  - (b) Double Frontage Lot: A lot, other than a corner lot, having frontage on two streets or private access easements.
  - (c) Interior Lot: A lot other than a corner lot.

# CHAPTER 1, ARTICLE 2: DEFINITIONS

**Figure 2-15: Lot Definitions**



## CHAPTER 1, ARTICLE 2: DEFINITIONS

Lot Area: The total horizontal area within the lot lines of a lot.

5. Lot Depth: The average horizontal distance between the front and rear lot lines.
6. Lot Line: The lines bounding a lot as herein defined.
  - (a) Front Lot Line: For an interior lot, the lot line separating the lot from the street or private access. For a residential corner lot, the building official may determine which lot line abutting a street or private access shall be the front lot line, or the front lot line may be designated as the front lot line on a subdivision plat or parcel map. For a non-residential corner lot, the lot line abutting a street or private access to which the principal building is oriented, or the line designated as the front lot line on a subdivision plat or parcel map.
7. Rear Lot Line: The lot line which is opposite and most distant from the front lot line.
  - (a) Side Lot Line: Any lot line that is neither a front or rear lot line. A side lot line separating a lot from a street or private access easement is a street side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.
8. Lot Width: The horizontal distance between the side lot lines, measured at the two points of intersection between the front yard setback line and the side lot lines.

### **2-16 M**

1. Manufactured Home Dwelling: A factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; does not have permanently attached to its body or frame any wheels or axles; bears a label certifying that it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development; and which complies with the following architectural and aesthetic standards:
  - (a) The home shall have at least 900 square feet of floor area;
  - (b) The home shall have an exterior width of at least 18 feet;
  - (c) The roof shall be pitched with a maximum vertical rise of 2.5 inches for each 12 inches of horizontal run;
  - (d) The exterior material is of a color, material, and scale comparable with those existing in the residential site on which the manufactured home dwelling is being permanently installed;
  - (e) The home shall have a non-reflective roof material which is or simulates asphalt or wood shingles, tile, or rock;
  - (f) Permanent utility connections shall be installed in accordance with local regulations;
  - (g) The home shall have all wheels, axles, transporting lights, and towing apparatus removed; and
  - (h) The home shall be installed upon a permanent foundation that is constructed and built-in accordance with local regulations.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

2. Mixed Use Building: A building or structure that incorporates two or more use types within it.
3. Mixed Use Development: A single development which incorporates two or more use types within its site boundaries.
4. Mobile Homes: A building type designed to be transportable in one or more sections, constructed on a permanent chassis or undercarriage, and designed to be used as a dwelling unit or other use with or without a permanent foundation when connected to the required utilities, but not bearing a seal attesting to the approval and issuance of the Nebraska Department of Health or conformance to the manufactured home procedural and enforcement regulations, as adopted by the U.S. Department of Housing and Urban Development; or not otherwise satisfying the definition of Manufactured Home Dwellings. Tiny Homes constructed on a permanent chassis or undercarriage shall be considered a mobile home.

### 2-17 N

1. Nonconforming Development: A building, structure, or improvement which does not comply with the regulations for its zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time of construction.
2. Nonconforming Use: A lawful use of land, other than a sign, which does not comply with the use regulations for its zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time the use was established.
3. Non-Traditional Residential Park: A unified development in which the development is under single ownership, developed, subdivided, planned, and improved for the placement of mobile and/or tiny home units for non-transient use. Mobile or Tiny Home Parks include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.
4. Non-Traditional Residential Subdivision: A unified development in which the development is under common or split ownership, subdivided, planned, and improved for the placement of housing units on lots. Mobile Non-Traditional Residential Subdivisions shall include common areas and facilities for parking, recreation, utility services, enclosed shelter; and may include facilities for management, laundry, storage and other services. Non-Traditional Residential Subdivisions may not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.
5. Nuisance: An unreasonable and continuous invasion of the use and enjoyment of a property right which a reasonable person would find annoying, unpleasant, obnoxious, or offensive.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### **2-18 O**

1. **Off-Street Parking:** Parking which must be provided on a site, but not within public right-of-way or property.
2. **Open Space:** Area included on any site, subdivision or lot that is open and unobstructed to the sky, except for allowed projections of cornices, overhangs, porches, balconies, or plant materials.
3. **Outdoor Storage:** The storage of materials, parts, or products that are related to the primary use of a site for a period exceeding three days.
4. **Overlay District:** A district established by this Ordinance to prescribe special regulations to be applied to a site or subdivision only in combination with a base district.
5. **Owner:** An individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest to seek development of land.

### **2-19 P**

1. **Parking Facility:** An area on a lot and/or within a building, including one or more parking spaces, along with provision for access circulation, maneuvering, and landscaping meeting the requirements of this Zoning Ordinance. Parking facilities include parking lots, private garages, and parking structures.
2. **Parking Spaces:** An area on a lot and/or within a building, intended for the use of temporary parking of a personal vehicle. This term is used interchangeably with "parking stall". Each parking space must have a means of access to a public street. Tandem parking stalls in single-family detached, single-family attached, and townhome residential uses shall be considered to have a means of access to a public street.
3. **Permitted Use:** A land use type allowed as a matter of right in a zoning district, subject only to special requirements of this Zoning Ordinance.
4. **Personal Vehicles:** This term includes passenger cars, vans, motorcycles, trucks, pick-up trucks, camper trailers, recreational vehicles, trailers under 40 feet in length and boats, which can be classified as personally owned.
5. **Planned Unit Development:** A development of land which is planned and developed as a whole in a single development operation or programmed series of development stages. The development may include streets, circulation ways, utilities, buildings, open spaces, and other site features and improvements.
6. **Porch, Unenclosed:** A roofed or unroofed open structure projecting from an exterior wall of a building and having no enclosed features more than thirty inches above its floor other than wire screening and a roof with supporting structure.
7. **Premises:** A tract of land consisting of one or more lots or sites which are contiguous and under common ownership or control.
8. **Private Drive:** Access which is privately owned by one or more person, which has not been dedicated to the public but rather established by the property owner(s) for access to and from the drive connecting to the public street.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

9. Private Street Access: An approved private street access with easement which provides access to residential properties and meets the following conditions:
  - (a) Serves twelve or fewer housing units or platted lots.
  - (b) Does not function as a public street because of its alignment, design, or location.
  - (c) Is completely internal to a development.
  - (d) Provides approved emergency access to all properties.
  - (e) Follow naming requirements (lane/court)
10. Private Garage: A building for the storage of motor vehicles where no repair or service facilities are maintained and where no motor vehicles are kept for rental or sale.
11. Private Street: Privately owned and maintained access to a lot or parcel and shall have a public easement for utility and fire access.
12. Property Line: The line separating parcels.

### **2-20 Q**

### **2-21 R**

1. Recreational Vehicle: A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational, or sporting purposes. Recreational vehicles include, but are not limited to, travel trailers; campers; motor coach homes; converted buses and trucks, boats, and boat trailers; and van conversions.
2. Residential convenience services: Uses that are accessory to the primary residential use in the multi-family or Non-Traditional Residential District such as laundry services, solid waste, open recreational space, shared parking, etc.
3. Regulation: A specific requirement set forth by this Zoning Ordinance which must be followed.

### **2-22 S**

1. Screening: The method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features.
2. Setback: A line within a lot parallel to and measured from a corresponding lot line, forming the boundary of a required yard and setting forth the nearest that a building face may come to that lot line.
3. Sign: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land, which is intended to convey information about a product, business, activity, place, person, institution, candidate, or political idea.
4. Site: The parcel of land to be developed or built upon. A site may encompass a single lot, portion of a lot, or a group of lots developed as a common development. A site must be in one base district, and cannot be separated by a public street or alley. One

## CHAPTER 1, ARTICLE 2: DEFINITIONS

- structure or building may not be divided into more than one site for the purpose of zoning.
5. Site Plan: A plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries and topography of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land.
  6. Special Permit Use: use with operating and/or physical characteristics different from those of permitted uses in a given zoning district which may, nonetheless, be compatible with those uses under special conditions and with adequate public review. Special permit uses are allowed in a zoning district only at the discretion of and with the explicit permission of the City Council, upon the recommendation of the Planning Commission.
  7. State: The State of Nebraska.
  8. Street: A right of way, dedicated to public use, which affords a primary means of access to the abutting property.
  9. Street Level: First floor, which the floor elevation is at or above sidewalk elevation or adjacent ground.
  10. Street, Local: A street which is used primarily for access to the abutting properties.
  11. Street, Major: A street carrying traffic between neighborhoods, connecting neighborhoods with major activity centers, or accommodating major through traffic. Major streets are designated as collectors, arterials, or highways by the Comprehensive Development Plan and Long-Range Transportation Plan.
  12. Structure: That which is built or constructed above or below grade.

### **2-23 T**

1. Tiny Home: A dwelling unit that is 400 square feet or less in floor area excluding lofts.
2. Townhouse: A dwelling unit having a common wall with or abutting one or more adjacent dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither above nor below any other dwelling unit. In addition, no more than twelve contiguous townhouses with common or abutting walls.

### **2-24 U**

1. Use: The conduct of an activity, or the performance of a function or operation, on a site or in a building or facility.
2. Utilities: Installations, either above or below ground, necessary for the production, generation, transmission, delivery, collection, treatments, or storage of water, solid or fluid wastes, stormwater, energy media, gas, electronic or electromagnetic signals, or other services which are precedent to development and use of land.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### **2-25 V**

1. Value: The estimated cost to construct or replace a structure in kind, based on current costs.
2. Vehicle: Includes personal vehicles and recreational vehicles.

### **2-26 W**

### **2-27 X**

### **2-28 Y**

1. Yard: A required open space on a lot adjoining a lot line, containing only landscaping or other uses as provided by this Zoning Ordinance.
  - (a) Front Yard: A required yard extending the full width of a lot, between the front lot line and the front setback line.
  - (b) Rear Yard: A required yard extending the full width of a lot, between the rear lot line and the rear setback line.
  - (c) Interior Side Yard: A required yard extending the depth of a lot from the front to rear lot lines, between the interior side lot line and the side setback line.
  - (d) Street Side Yard: On a corner lot, a required yard extending the depth of a lot from the front to rear lot lines, between the street side lot line and the street side setback line.

### **2-29 Z**

1. Zoning District: A designated specified land classification, within which all sites are subject to a unified group of use and site development regulations set forth in this Zoning Ordinance.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3 ARTICLE THREE: USE TYPES**

#### **3-1 Purpose**

Article Three shall be known as the Use Types. The purpose of the Use Types is to establish a classification system for land uses and a consistent set of terms defining uses permitted or conditionally permitted within various zoning districts. The Use Types section also provides a procedure for determining the applicable use type of any activity not clearly within any defined use type.

#### **3-2 Determinations**

- a. Classification of Uses: In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Building Official of the City of Columbus shall have the authority to determine the appropriate use type. A determination of the Building Official may be appealed to the Board of Adjustment. In making such determinations, the Building Official and the Board of Adjustment shall consider the operational and physical characteristics of the use in question and shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to exclusive lists.
- b. Records: The Building Official shall make all such determinations of appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

#### **3-3 Agricultural Use Types**

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

- a. Horticulture: The growing of horticultural and floricultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.
- b. Crop Production: The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.
- c. Animal Production: The raising of animals or production of animal products, such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source; or the raising or maintaining of animals for recreational use. Typical uses include grazing, ranching, dairy farming, and poultry farming.
- d. Commercial Feedlots: The use of a site of more than 15,000 square feet for the confined feeding or holding of livestock or poultry which is not normally used for crop production or where grazing of natural vegetation is not the major feed source.
- e. Livestock Sales: Use of a site for the temporary confinement and exchange or sale of livestock. Typical uses include sale barns.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3-4 Residential Use Types**

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

- a. Single-Family Residential: The use of a site for one dwelling unit, occupied by one family, excluding a mobile home unit. A single-family residential use in which one dwelling unit is located on one or more lots, with no physical or structural connection to any other dwelling unit. This includes manufactured homes, as defined in Section 2-16.
- b. Two-Family Residential: Any residential use that serves two families, including but not limited to a 2-unit townhome, two detached single-family units on a single lot or duplex.
- c. Mixed-Use Residential: Attached residential living unit(s) within a building which includes non-residential use types. Example: Downtown apartments.
- d. Multiple-Family Residential: The use of a site for three or more dwelling units within one or more buildings.
- e. Group Residential: The use of a site for a residence by more than four unrelated persons, not defined as a family, on a weekly or longer basis.
- f. Non-Traditional Residential: Attached or Detached residential living units, such as: mobile homes, modular homes, tiny homes, container homes, etc.
- g. Retirement Residential: A building or group of buildings which provide residential facilities for more than four residents of at least fifty-five years of age, or households headed by a householder of at least fifty-five years of age. A retirement residence may provide a range of residential building types, and may also provide support services to residents, including but not limited to food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences with more than 100 units may include additional health care supervision or nursing care, provided that the number of beds for such residences shall not exceed 25% of the total number of individual living units.

### **3-5 Office Use Types**

Office use types include uses providing for administration, professional services, and allied activities. These uses often invite public clientele but are more limited in external effects than commercial uses.

- a. General Offices: Use of a site for business, professional, or administrative offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; banks or financial offices; or professional offices.
- b. Medical Offices: Use of a site for facilities which provide diagnoses and outpatient care on a routine basis, but which does not provide prolonged, in-house medical or surgical care. Medical offices are operated by doctors, dentists, or similar practitioners licensed for practice in the State of Nebraska.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3-6 Civic Use Types**

Civic use types include the performance of utility, educational, recreational, cultural, medical, protective, governmental, and other uses.

- a. Administration: Governmental offices providing administrative, clerical or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.
- b. Cemetery: Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium, crematoria, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.
- c. Clubs: Uses providing meeting, recreational, or social facilities for a private, non-profit or non-commercial association, primarily for use by members and guests.
- d. College and University Facilities: An educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree certified by a generally recognized accrediting organization.
- e. Convalescent Services: A use providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease.
- f. Cultural Services: A library, museum, or similar registered non-profit organizational use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts and sciences.
- g. Day Care Services (Limited): A facility, or use of a building or portion thereof, for day care of twelve (12) or less individuals and licensed by the State of Nebraska as a family child care home may be established and operated in any residential zone within the exercised zoning jurisdiction. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.
- h. Day Care Services (General): A facility licensed by the State of Nebraska, or use of a building or portion thereof, for day care of more than twelve (12) individuals. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities and non-commercial day shelters.
- i. Detention Facilities: A publicly operated or contracted use providing housing and care for individuals legally confined, designed to isolate those individuals from the community; or supervision while under program alternative to imprisonment, including but not limited to pre-release, work-release, and probationary programs.
- j. Emergency Residential: A facility or use of a building to provide a protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for victims of rape, abuse, or physical beatings.

## CHAPTER 1, ARTICLE 3: USE TYPES

- k. Group Care Facility: A facility licensed or approved by the State of Nebraska or other appropriate agency, which provides for the care and short or long-term, continuous multi-day/night occupancy of more than four unrelated persons who require and receive therapy or counseling on site as part of an organized and therapeutic ongoing program for any of the purposes listed below. Such facilities shall exclude those uses defined as group homes. Group Care Facilities include facilities which provide for the following:
  - 1. Adaptation to living with, or rehabilitation from, the handicaps of physical disability;
  - 2. Adaptation to living with, or rehabilitation from, the handicaps of emotional or mental disorder, or of intellectual disability if such facility has an overnight occupancy of more than eight persons;
  - 3. Rehabilitation from the effects of drug or alcohol abuse.
- l. Group Home: A facility licensed by the State of Nebraska in which at least four but no more than eight persons, not including resident managers or house parents, who are unrelated by blood, marriage, or adoption reside while receiving therapy, training, or counseling for the purpose of adaptation to living with or rehabilitation from cerebral palsy, autism, or a disability.
- m. Guidance Services: A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition on a daytime care basis.
- n. Health Care: A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an out-patient basis including emergency treatment, diagnostic services, training, administration and services to out-patients, employees, or visitors.
- o. Hospital: A facility providing medical, psychiatric, or surgical service for sick or injured persons including on an in-patient basis, including, but not limited to emergency treatment, air medical services, diagnostic services, training, administration, and services to patients, employees, or visitors.
- p. Maintenance Facilities: A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or utility yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.
- q. Non-Commercial Shelters: Facilities which are operated by non-profit organizations and which provide emergency or temporary services and accommodations for people who lack access to permanent housing.

Non-commercial shelters may provide accommodations on a daytime and/or overnight basis. Typical uses include urban missions and shelters for homeless people.
- r. Park and Recreation Services: Publicly-owned and operated parks, playgrounds, recreation facilities, and open spaces.

## CHAPTER 1, ARTICLE 3: USE TYPES

- s. Postal Facilities: Postal services, including post offices, bulk mail processing or sorting centers. Does not include distribution or shipping
- t. Primary Educational Facilities: A public, private, or parochial school offering instruction at the elementary school level in the branches of learning study required to be taught in schools within the State of Nebraska.
- u. Public Assembly: Facilities owned and operated by a public agency or a charitable non-profit organization accommodating major public assembly for recreation, sports, amusement, or entertainment purposes. Typical uses include civic or community auditoriums, sports stadiums, convention facilities, fairgrounds, incidental sales, and exhibition facilities.
- v. Religious Assembly: A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto but excluding private primary or private secondary educational facilities, community recreational facilities, day-care facilities, and incidental parking facilities. A property tax exemption obtained pursuant to Property Tax Code of the State of Nebraska shall constitute *prima facie* evidence of religious assembly use.
- w. Safety Services: Facilities for conduct of public safety and emergency services including police and fire protection services and emergency medical and ambulance services.
- x. Secondary Educational Facilities: A public, private, or parochial school offering instruction at the junior high or high school level in the branches of learning and study required to be taught in the schools of the State of Nebraska.
- y. Storm Water Treatment Facilities: Drainage and Detention Facilities required at the time of development, such as ditches, wetlands, ponds or similar facilities utilized or constructed to meet requirements established by the City's Storm Water Management Plan.
- z. Utilities: Any above ground structures or facilities, used for the production, generation, transmission, delivery, collection or storage of water, sewage, electricity, gas, oil, energy media, communications, electronic or electromagnetic signals, or other services which are precedent to development and/or use of land.

### **3-7 Commercial Use Types**

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

- a. Agricultural Sales and Service: Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally-related services with incidental storage on lots other than where the service is rendered. Typical uses include garden or tree nurseries, farm implement dealerships, feed and grain stores, and tree service firms.

## CHAPTER 1, ARTICLE 3: USE TYPES

- b. Automotive and Equipment Services: Establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:
1. Automotive Rental and Sales: Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
  2. Auto Services: Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, non-commercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services.
  3. Body Repair: Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.
  4. Equipment Rental and Sales: Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
  5. Equipment Repair Services: Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
  6. Vehicle Storage: Long-term storage of operating or non-operating vehicles. Typical uses include storage of private parking towaways or impound yards but exclude dismantling or salvage.
- c. Bed and Breakfast: A lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed and breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed and breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than eight (8) units, and accommodate each guest or visitor for no more than seven (7) consecutive days during any one (1) month.
- Exception: Short term rental of residential property in compliance with LB57 approved by the Governor on March 7, 2019. See Note #1, Table 4-3 (Bed & Breakfast)

## CHAPTER 1, ARTICLE 3: USE TYPES

- d. Business Support Services: Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment; or engaged in the provision of maintenance or custodial services to businesses. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, janitorial services, photography studios, and convenience printing and copying.
- e. Business or Trade Schools: A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
- f. Campground: Facilities providing camping or parking areas and incidental services for recreational use for travelers in recreational vehicles or tents for 30 consecutive days or less. No permanent features, such as skirting, permanent hookup, etc., are allowed.
- g. Cocktail Lounge: A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant.
- h. Commercial Recreation: Private businesses or organizations, which may or may not be commercial in nature, primarily engaged in the provision of sports, entertainment, or recreation for participants and/or spectators. Typical uses include sports and recreation facilities, driving ranges, theaters, private dance halls, or private skating facilities.
- i. Communications Services: Establishments primarily engaged in the provision of broadcasting and other services necessary to relay information, accomplished through the use of electronic and telephonic mechanisms but excludes those classified as Utilities. Typical uses include television studios, telecommunication service centers, or film, broadcasting and sound recording facilities.
- j. Construction Sales and Service: Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials or services used in the construction of buildings. This use type excludes those uses classified under Automotive and Equipment Services. Typical uses include building materials sales; tool and equipment rental or sales.
- k. Convenience Storage: Storage services for goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.
- l. Crematory: A building or portion of a building which contains a cremation chamber and holding facility pursuant to the Cremation of Human Remains Act, Neb. Rev. Stat. §§71-1355 to 71-1385 along with cremation services as authorized thereunder.

## CHAPTER 1, ARTICLE 3: USE TYPES

- m. Food Sales: Establishments or places of business primarily engaged in the retail sale of food or household products. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.
  - 1. Limited Food Sales: Establishments occupying facilities of 10,000 square feet or less; and characterized by sales of specialty foods or a limited variety of general items. Typical uses include convenience stores, delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
  - 2. General Food Sales: Establishments selling a wide variety of food commodities, using facilities larger than 10,000 square feet or food sales uses of any size that include the accessory sale of fuel for motor vehicles. Typical uses include supermarkets and convenience stores.
- n. Funeral Services: Establishments engaged in undertaking services such as preparing the human dead for burial (excluding crematory services), arranging and managing funerals. Typical uses include funeral homes or mortuaries.
- o. Gaming Facilities: Establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities may include the accessory sale of liquor and food, pursuant to licensing regulations of the City of Columbus and the State of Nebraska.
- p. General Retail Services: Sale or rental with incidental service of commonly-used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:
  - 1. Automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops. Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and like items; cameras, photography services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).
- q. Kennels: Boarding and care services for dogs, cats, and similar small mammals or small birds used as pets; or any premises on which four or more animals included under this definition over six months of age are kept and maintained. Typical uses include boarding kennels, pet motels, or dog training centers.
- r. Laundry Services: Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry, cleaning, and linen supply services.

## CHAPTER 1, ARTICLE 3: USE TYPES

- s. Liquor Sales: Establishments or places of business engaged in retail sale for off-premise consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.
- t. Lodging: Lodging services involving the provision of room and/or board. Typical uses include hotels and motels. Also includes other rental housing such as Commercial Air Bed and Breakfast, Rental By Owner, and other similar uses.
- u. Personal Improvement Services: Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a non-professional nature. Typical uses include driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.
- v. Personal Services: Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; or dry-cleaning stations serving individuals and households; driving schools; health or physical fitness studios; reducing salons; dance studios; handicraft and hobby instruction.
- w. Pet Services: Retail sales, incidental pet health services, and grooming and boarding, when confined within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.
- x. Research Services: Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.
- y. Restaurants: A use engaged in the preparation and retail sale of food and beverages, including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than 50 percent of the establishment's gross income.
  - 1. Restaurant (Drive-in or Fast Food): An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
  - 2. Restaurant (General): An establishment characterized by table service to customers and/or accommodation to walk-in clientele. Typical uses include cafes, coffee shops, and restaurants.
- z. Sexually Oriented Business: An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion-picture theater, adult theater, escort agency, nude model studio or sexual encounter center; all as further defined in Article 14.

## CHAPTER 1, ARTICLE 3: USE TYPES

- aa. Stables: Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables and public stables.
- bb. Surplus Sales: Businesses engaged in the sale of used or new items, involving regular, periodic outdoor display of merchandise for sale. Typical uses include flea markets, factory outlets and discount businesses with outdoor display.
- cc. Vehicle Storage: The use of a site for the medium- to long-term storage of vehicles which are either operable or may be made operable with reasonable repairs. Typical uses include auto storage lots, impound lots, or repair yards. Private parking towaways or impound yards but exclude dismantling or salvage.
- dd. Veterinary Services: Veterinary services and hospitals for animals. Typical uses include pet clinics, pet cemeteries and crematories, and veterinary hospitals for all animals.

### **3-8 Parking Use Types**

- a. Off-Street Parking: Parking use types include surface parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking facility.
- b. Parking Structure: The use of a site for a multi-level building which provides for the parking of motor vehicles on a temporary basis, other than as an accessory to a principal use on the same site.

### **3-9 Industrial Use Types**

Industrial use types include the on-site extraction or production of goods by non-agricultural methods, and the storage and distribution of products.

- a. Construction Yards: Establishments housing facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction sites.

Typical uses are building contractor's yards.

- b. Custom Manufacturing: Establishments primarily engaged in the on-site production of goods by hand manufacturing, within enclosed structures, involving:
  - 1. The use of hand tools, or
  - 2. The use of domestic mechanical equipment not exceeding 2 horsepower, or
  - 3. A single kiln not exceeding 8 KW or equivalent.

This category also includes the incidental direct sale to consumers of only those goods produced on site. Typical uses include ceramic studios, custom jewelry manufacturing, candle making shops, 3D Printing.

## CHAPTER 1, ARTICLE 3: USE TYPES

- c. Light Industry: Establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or unenclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, apparel assembly from fabrics, electronics, manufacturing, print shops, and publishing houses.
- d. General Industry: Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment, or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or air pollution effects across property lines.
- e. Heavy Industry: Enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or air pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials; except for those uses defined as Agricultural Industries.
- f. Recycling Collection: Any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.
- g. Recycling Processing: Any site which is used for the processing of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.
- h. Resource Extraction: A use involving on-site extraction of surface or subsurface mineral products or natural resources, including the removal of dirt, but excluding the grading of dirt. Typical uses are quarries, borrow pits, sand and gravel operations, and mining.
- i. Salvage Services: Places of business primarily engaged in the storage, sale, dismantling, or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junk yards, or paper salvage yards.
- j. Warehousing: Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards, grain elevators, or open storage.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3-10 Transportation Use Types**

Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one point to another.

- a. Aviation Facilities: Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.
- b. Railroad Facilities: Railroad yards, equipment servicing facilities, and terminal facilities.
- c. Transportation Terminal: A facility for the loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, and public transit facilities.
- d. Truck Terminal: A facility for the receipt, transfer, short-term storage, and dispatching of goods transported by truck.

### **3-11 Miscellaneous Type Uses**

- a. Major Alternative Energy Production Devices: The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include ground mounted solar collector fields, geothermal energy installations serving more than one property, or water-powered mills or generating facilities.

#### Minor Alternative Energy Production Devices

The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include roof mounted solar collector units, geothermal energy installations serving a single property, or other alternative energy production devices that are minimally obtrusive for single property use.

- b. Broadcasting/Receiving Tower: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.
- c. Construction Batch Plant: A permanent or temporary demountable facility used for the manufacturing of concrete, asphalt, or other paving materials intended for specific construction projects.
- d. Wind Energy Conservation System (WECS): Any device which converts wind energy to a form of usable energy, including wind charges, windmills, or wind turbines.

## CHAPTER 1, ARTICLE 3: USE TYPES

- e. Landfill (Non-Putrescible Solid Waste Disposal): The use of a site as a depository for solid wastes that do not readily undergo chemical or biological breakdown under conditions normally associated with land disposal operations. Typical disposal material would include ashes, concrete, paving wastes, rock, brick, lumber, roofing materials, and ceramic tile.
- f. Landfill (Putrescible and Non-Putrescible Solid Waste Disposal): The use of a site as a depository for any solid waste except hazardous and toxic waste as defined by the Federal Environmental Protection Agency and/or the State of Nebraska. Typical disposal material would include non-putrescible wastes; and putrescible wastes such as vegetation, tree parts, agricultural wastes (garbage), and manure.

# CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

## **4 ARTICLE FOUR: ZONING DISTRICT REGULATIONS**

### **4-1 Purpose**

Article Four presents the Zoning District Regulations. Zoning Districts are established in the Zoning Ordinance to promote compatible land use patterns and to establish site development regulations appropriate to the purposes and specific nature of each district.

### **4-2 Establishment of Districts**

The following base districts and overlay districts are hereby established. Table 4-2 displays the purposes of these districts.

**Table 4-1: Base Districts**

<b>Map Code</b>	<b>District Name</b>
AG	Agricultural District
RR	Rural Residential District
R-1	Single-Family Residential District
R-2	Two-Family Residential District
R-3	Multiple-Family Residential District
NTR	Non-Traditional Residential District
O	Office District
LC	Limited Commercial District
UC	Urban Commercial District
B-1	Central Business District
B-2	General Commercial District
ML/C-1	Light Industrial District
MH	General Industrial District
FP/FW	Flood Plain/ Floodway Overlay District
PUD	Planned Unit Development Overlay District
HD	Historic District
ED	Environmental Resources District
A	Agricultural Overlay District

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

### **4-3 Application of Districts**

A base district designation shall apply to each lot or site within the city and its planning jurisdiction. A site must be in one base district.

The Flood Plain/Floodway, Planned Unit Development, Historic, and Environmental Resources Overlay Districts may be applied to any lot or site or any portion thereof, in addition to a base district designation. The Agricultural Overlay District may be utilized only in combination with the RR or R-1 zoning districts.

### **4-4 Hierarchy**

References in the Zoning Ordinance to less intensive or more intensive districts shall be deemed to refer to those agricultural, residential, commercial, and industrial base zoning districts established in Section 4-2, and shall represent a progression from the AG Agricultural District as the least intensive to the MH General Industrial District as the most intensive. The Overlay Districts shall not be included in this reference.

### **4-5 Development Regulations**

The Development Regulations for each zoning district are set forth in Table 4-3 and Table 4-4. Table 4-3 presents the uses permitted in each zoning district. Table 4-4 presents the Site Development Regulations for each zoning district.

Supplemental Regulations may affect specific land uses or development regulations in each zoning district. The applicable Supplemental Regulations are noted in Table 4-3.

### **4-6 Zoning Map**

- a. Adoption of Zoning Map: Boundaries of zoning districts established by this Zoning Ordinance shall be shown on the Zoning Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of, and concurrent with this Ordinance.
- b. Changes to the Zoning Map: The Zoning Map may be changed from time to time by ordinance, following the procedure set forth by Article Twelve of this Zoning Code. Such changes shall be reflected on the Zoning Map. The City Clerk and City Engineer shall keep a complete record of all changes to the Zoning Map.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

### **4-7 Interpretation of District Boundaries**

The following rules shall apply in determining the boundaries of any zoning district shown on the Zoning Map.

- a. Where district boundaries are indicated as approximately following lot lines, such lot lines shall be considered the district boundaries.
- b. Where district boundaries are indicated as within street or alley, railroad, or other identifiable rights-of-way, the centerline of such rights-of-way shall be considered the district boundary.
- c. Where a district boundary divides a property, the location of the boundary shall be determined by the use of the scale appearing on the Zoning Map if no legal description is available from the zoning action.
- d. The City Council shall determine any other uncertainty regarding district boundaries not covered in this section.

### **4-8 Vacation of Streets and Alleys**

Whenever a public street or alley is vacated, the zoning district adjoining each side of such right-of-way shall be extended out to the former centerline.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-2: Purposes of Zoning Districts**

Symbol	Title	Purpose
AG	Agricultural District	The AG District provides for and preserves the agricultural and rural use of land, while accommodating very low-density residential development generally associated with agricultural uses. The district is designed to maintain complete agricultural uses within the Columbus extraterritorial jurisdiction.
RR	Rural Residential District	This district provides for very low-density residential environments, accommodating developments that merge urban living with rural life and institutions which require a residential environment. It permits limited agricultural uses within these settings. The district's regulations assure that density is consistent with the carrying capacity of infrastructure.
R-1	Single-Family Residential District	This district is intended to provide for low-density residential neighborhoods, characterized by single-family dwellings on large lots with supporting community facilities. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-2	Two-Family Residential District	This district is intended to provide for medium-density residential neighborhoods, characterized by single-family dwellings and duplexes and two-unit townhomes on small to moderately-sized lots with supporting community facilities. It provides special regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitional areas between single-family and multi-family neighborhoods. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-3	Multiple-Family Residential District	This district is intended to provide locations for a variety of housing types, including multiple-family housing, with supporting and appropriate community facilities. The district integrates some appropriate non-residential uses by special use permit in order to develop fully urban, mixed-use neighborhoods.
NTR	Non-Traditional Residential District	This district recognizes that non-traditional residential development, properly planned, can provide important opportunities for affordable housing. It provides opportunities for mobile home, tiny home and similar developments within planned parks or subdivisions, along with the supporting services necessary to create quality residential neighborhoods.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

O	Office District	This district reserves appropriately located area for office development and distinguishes office uses from other, more intensive commercial activities and to provide suitable office environments in the city. The office district is also designed to permit a mixture of uses that are compatible with office development and to facilitate planning for traffic generation.
LC	Limited Commercial District	This district provides for neighborhood shopping facilities which serve the needs of residents of surrounding residential communities. The commercial and office uses permitted are generally compatible with nearby residential areas. Development regulations are designed to ensure compatibility in size, scale, and landscaping with nearby residences.
UC	Urban Commercial District	This district is intended to address the special needs of mixed-use neighborhoods that combine residential areas with nearby or adjacent office and commercial development. It permits uses that are mutually compatible. These districts are generally adjacent to major community arterials and, in some cases, include the use of residential properties for office and commercial purposes. The district's regulations recognize the urban and pedestrian character of these environments.
B-1	Central Business District	This district is intended to provide appropriate development regulations for Downtown Columbus. Mixed uses are encouraged within the B-1 District. The grouping of uses is designed to strengthen Downtown's role as a center for trade, service, and civic life.
B-2	General Commercial District	This district provides for a variety of commercial, office, high density residential, and service uses and is adapted to Columbus' largest commercial districts outside of Downtown. Uses and developments in the B-2 District may develop substantial traffic, creating potential land use conflict with adjacent residential neighborhoods. This district is most appropriate along arterials or in areas that can be well buffered from residential districts.
ML/C-1	Light Industrial District	This district is intended to reserve sites appropriate for the location of industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.
MH	General Industrial District	This district is intended to accommodate a wide variety of industrial uses, some of which may have significant external effects. These uses may have operating characteristics that create conflicts with lower-intensity surrounding land uses. The district provides the reservation of land for these activities and includes buffering requirements to reduce incompatibility.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Agricultural Uses</b>														
Horticulture	P	P												6-2(a)
Crop Production	P	P												6-2(a)
Animal Production	P	S												6-8(a) (6)
Commercial Feedlots	S													6-2(b)
Livestock Sales	P												S	
<b>Residential Uses</b>														
Single-Family	P	P	P	P	P	P	S	S	P	S	S			
Two Family				P	P		P	S	P	S	S			6-3(a)
Townhouse				P**	P		P	S	P	S	S			6-3(b)
Mixed-Use Residential							P	S	P	P*	P*			
Multiple-Family					P		P	S	P	P	P			6-3(e)
Group Residential					S		P	P	P	P				6-3(e)
Non-Traditional Residential						P								
Retirement Residential				S	P		P	S	P	P	S			
* Only above street level    ** Two-unit townhouse only														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Civic Uses</b>														
Administration		S					P	P	P	P	P	P	P	
Cemetery	P	P	S		S									
Clubs	S	S	S	S	S	S	P	P	P	P	P			6-4(a)
College / University		S	S	S	P	S	S	P	P		P			
Convalescent Services					P		P	P	P					
Cultural Services		P	P	P	P	P	P	P	P	P	P	P		
Day Care (Limited)	P	P	P	P	P	P	P	P	P	P	P	S		
Day Care (General)		S/P*	S/P*	S/P*	P	S/P*	P	P	P	P	P	S	S	6-4(b)
Detention Facilities	S									S	S	S		
Emergency Residential	P	P	P	P	P	P	P	P	P	P	S	S		
Group Care Facility	S	S	S	S	S	S	P	P	P	P	P	S		6-4(c)
Group Home	P	P	P	P	P	P	P	P	P	P	P			6-4(c)
Guidance Services					P		P	P	P	P	P	P	P	6-8(b)
Hospitals					S		P	S	S	S	P			
Health Care	S				P		P	P	P	P	P	P	P	6-8(b)
Maintenance Facilities	S	S									P	P	P	

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Civic Uses</b>														
Non-commercial Shelters										S	S		S	
Park and Recreation	P	P	P	P	P	P	P	P	P	P	P	P	P	
Postal Facilities					S		P	P	P	P	P	P	P	
Primary Education		P	P	P	P	P	S	P	P	P	S			
Public Assembly							S	S	S	P	P			
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P	S	
Safety Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
Secondary Education		S	S	S	P	S	S	S	S	S	S			
Stormwater Treatment Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	
<p>S/P* - P* is hereby defined as permitted if in compliance with <u>Neb. Rev. Stat. § 43-2616</u>. <u>Neb. Rev. Stat. § 43-2616</u> provides that any family child care home licensed by the Department of Health and Human Services pursuant to <u>Neb. Rev. Stat. § 71-1911</u> or by the City or County pursuant to <u>Neb. Rev. Stat. § 71-1914(2)</u> may be established and operated in any residential zone within the exercised zoning jurisdiction.</p>														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Office Uses</b>														
General Offices					S		P	P	P	P	P	P	P	
Medical Offices							P	S	P	P	P	P		
<b>Commercial Uses</b>														
Agricultural Sales/Service	S										P	P	P	
Automotive Rental/Sales										P	P	S		
Auto Services								S	S	P	P	P	P	6-5(a), 6-5(b)
Body Repair											S	P	P	6-5(a)
Crematory											S	S	P	6-5(f)
Equipment Rental/Sales										S	P	P	P	
Equipment Repair											P	P	P	6-5(a)
Vehicle Storage											S	P	P	
Bed & Breakfast			S	S	P		P	P	P	P	P			6-5(c) * Note 1

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
Business Support Services							P	P	P	P	P	P	P	
Business/Trade Schools							S			P	P	P		
Camp Ground	P	S									S			6-5(d)
Cocktail Lounge										P	P	S		
Commercial Recreation	S								S	P	P	P		
Communication Services							S	P	P	P	P	P	P	
Construction Sales and Service										P	P	P	P	
Consumer Services							S	P	P	P	P	P		
Convenience Storage	S	S									S	P	P	6-5(e)
Food Sales (Limited)					S			P	P	P	P	S		
Food Sales (General)								S	P	P	P	S		
Funeral Services							P	P	P	P	P			
General Retail Services							S	P	P	P	P	S		
Kennels	P	S									S	P		
Laundry Services										S	P	P	P	
Liquor Sales		S								P	P	S		
Lodging					S		S	S	P	P	P			
Note 1 – Exception: Short term rental of residential property in compliance with LB57 approved by the Governor on March 7, 2019.														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Commercial Uses</b>														
Personal Services					S		P	P	P	P	P	P		
Personal Improvement Services					S		P	P	P	P	P	P		
Pet Services								P	P	P	P	P		
Research Services	S							P	P	P	P	P		
Restaurants (Drive-In)									S		P	S		
Restaurants (General)							P	P	P	P	P	S		
Sexually Oriented Business												S		6-5(g)
Stables	P	S												
Surplus Sales										P	P	P	P	
Veterinary Services	S	S									P	P		
Gaming Facility										P	P			

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Parking Uses</b>														
Off-Street Parking			*S	*S	*S		S	S	S	P	P	P	P	Article 9
Parking Structure							S			P	P	P		

\*Off-Street Parking in the R-1, R-2 and R-3 Zoning Districts must be in conjunction with Use Types permitted by right and/or in conjunction with Non-Parking Use Types that have been approved by a Special Use Permit.

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Industrial Uses</b>														
Custom Manufacturing									P	P	P	P	P	
Light Industry										S	S	P	P	
General Industry												P	P	
Heavy Industry													P	
Resource Extraction	S	S											P	6-6(a)
Salvage Services													P	6-6(b)
Warehousing												P	P	
Construction Yards												P	P	
Recycling Collection											P	P	P	
Recycling Processing												P	P	
<b>Transportation Uses</b>														
Aviation	P												P	
Railroad Facilities										S	S	P	P	
Truck Terminal											S (Note 2)	P	P	6-13
Transportation Terminal	S									P	P	P	P	
Note 2 – See Section 6-13 governing the Special Use Permit for Truck Terminals within B-2 Zoning District.														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Miscellaneous Uses</b>														
Broadcasting Tower	*S	*S	*S	*S	*S	*S		*S	*S		*S	*S	*S	
Construction Batch Plant	**S	**S										**S	P	
WECS (Wind Energy Conservation System)	P	P			S			S	S		S	P	P	
Landfill (Non-Putrescible)	S												S	
Landfill (Putrescible)	S												S	
Major Alternative Energy Production Devices	P	P	S	S	S	S		S	S		S	P	P	
Minor Alternative Energy Production Devices	P	P	P	P	P	P	P	P	P	P	P	P	P	

\* See Chapter 13 of the Zoning Code. Towers permitted under Section 5 of Chapter 13 or towers that are eligible for administrative approval under Section 6 of Chapter 13 are exempt from the Special Use Permit requirement. For all other towers, Special Use Permits shall be governed by Chapter 13 of the Zoning Code and, particularly, the procedures and criteria set forth in Section 7 thereof.

**\*\* Temporary Construction Batch Plants Only.**

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	AG	RR	R-1	R-2	R-3
<b>Minimum Lot Area (square feet)</b>	10 Acres	1 acre	-	-	-
<b>Minimum Lot Width (feet)</b>	300	100	-	-	-
<b>Minimum Site Area per Housing Unit (square feet)</b>	10 acres	1 acre	-	-	-
<b>Minimum Yards (feet)</b>					
<b>Front Yard</b>	50	50	-	-	-
<b>Front Yard to Building Line</b>	-	-	15	15	15
<b>Front Yard to Garage Line</b>	-	-	20	20	20
<b>Street Side Yard</b>	25	25	15	15	15
<b>Interior Side Yard</b>	25	25	7	7 (Note 1)	7 (Note 2)
<b>Rear Yard</b>	35	35	15	15	15
<b>Maximum Height (feet)</b>	100	36	36 (Note 2,3)	36 (Note 2,3)	36 (Note 2,3)
<b>Maximum Building Coverage</b>	NA	NA	50%	50%	50%
<b>Maximum Impervious Coverage</b>	NA	NA	55%	65%	65%
<b>Floor Area Ration</b>	NA	NA	NA	NA	1.00

**Note 1:** See Section 6 for supplemental regulations governing townhouse residential use types.

**Note 2:** Dwellings may exceed the height limit by up to ten feet if the side yard is increased by the same amount as the added height.

**Note 3:** Accessory buildings cannot be over 20 feet in height to the peak.

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-4: Site Development Regulations**

Regulator	NTR Park	NTR Subdivision
<b>Minimum Area to be developed</b>	2 acres	2 acres
<b>Minimum Lot Area (square feet)</b>	1,000	2,000
<b>Minimum Lot Width (feet)</b>	20	24
<b>Minimum Yards (feet)</b>		
<b>Front Yard</b>	10	20
<b>Street Side Yard</b>	10	10
<b>Interior Side Yard</b>	5	5
<b>Rear Yard</b>	10	15
<b>Maximum Height (feet)</b>	14'8"	36
<b>Maximum Building Coverage</b>	50%	50%
<b>Maximum Impervious Coverage</b>	55%	65%
<b>Shared Parking</b>	1 space per lot	
<b>Minimum Common Open Space (Note 4)</b>	20%	15%

**Note 4:** Stormwater treatment facilities may be included in Common Open Space provided required recreation space is still provided and water quality volumes for 2-year storm events and provisions for 100-year storm events are met. These facilities must be located a minimum of 10 feet from any public right-of-way. Common Open Space must be owned, maintained, and inspected by the developer or home owners' association

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	O*	LC*	UC*	B-1	B-2*
<b>Minimum Lot Area (square feet)</b>	5,000	5,000	5,000	NONE	5,500
<b>Minimum Lot Width (feet)</b>	50	50	50	NONE	50
<b>Site Area per Housing Unit (square feet)</b>	2,000 (Note 5)	2,000 (Note 5)	2,000 (Note 5)	500	1,500 (Note 5)
<b>Minimum Yards (feet)</b>					
<b>Front Yard</b>	20	20	15	0	10
<b>Street Side Yard</b>	20	20	10	0	10
<b>Interior Side Yard</b>	10	10	10	0	0
<b>Rear Yard</b>	20	20	20	0	20
<b>Maximum Height (feet)</b>	48	36	36	NO LIMIT	60
<b>Maximum Building Coverage</b>	50%	50%	50%	100%	70%
<b>Maximum Impervious Coverage (Note 6)</b>	70%	70%	80%	100%	90%
<b>Floor Area Ratio</b>	1.00	1.00	1.00	5.0	3.0

\*Uses in the O, LC, UC, B-2, ML/C-1, and MH Districts are subject to landscape and screening provisions contained in Article 8.

**Note 5:** Density of multi-family residential may exceed this maximum, subject to approval of a Special Use Permit by the City Council with the recommendation of the Planning Commission.

**Note 6:** Storm water treatment water quality volumes and detention volumes must be met within the development, as part of a regional system, or other City program.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	ML/C-1*	MH*
<b>Minimum Lot Area (square feet)</b>	5,000	5,000
<b>Minimum Lot Width (feet)</b>	50	50
<b>Site Area per Housing Unit (square feet)</b>	NA	NA
<b>Minimum Yards (feet)</b>		
<b>Front Yard</b>	15	0
<b>Street Side Yard</b>	10	0
<b>Interior Side Yard</b>	0	0
<b>Rear Yard</b>	10	10
<b>Maximum Height (feet)</b>	72	NONE
<b>Maximum Building Coverage</b>	70%	85%
<b>Maximum Impervious Coverage</b>	90%	100%
<b>Floor Area Ratio</b>	2.0	2.0

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### 5 ARTICLE FIVE: OVERLAY DISTRICTS

#### 5-1 General Purpose

Overlay Districts are used in combination with base districts to modify or expand base district regulations. Overlay Districts are adapted to special needs of different parts of the City of Columbus.

The Overlay Districts are designed to achieve the following objectives:

- a. To recognize special conditions in specific parts of the City which require specific regulation;
- b. To provide flexibility in development and to encourage innovative design through comprehensively planned projects.

#### **PUD: PLANNED UNIT DEVELOPMENT DISTRICT**

#### 5-2 Purpose

The PUD Planned Unit Development Overlay District is intended to provide flexibility in the design of planned projects; to permit innovation in project design that incorporates open space and other amenities; and to insure compatibility of developments with the surrounding urban environment. The PUD District may be used in combination with any base district specified in this Ordinance. The PUD District, which is adopted by the City Council with the recommendation of the Planning Commission, assures specific development standards for each designated project.

#### 5-3 Permitted Uses

Uses permitted in a PUD Overlay District are those permitted in the underlying base district.

#### 5-4 Site Development Regulations

Site Development Regulations are developed individually for each Planned Unit Development District but must comply with minimum or maximum standards established for the base district, with the following exceptions:

- a. Lot area and lot width are not restricted, provided that the maximum density allowed for each base district is not exceeded;
- b. Maximum building coverage shall be the smaller of the allowed building coverage in the base district, or 60 percent.

#### 5-5 Access to Public Streets

Each PUD District must abut a public street for at least 60 feet and gain access from that street.

#### 5-6 Application Process

- a. Development Plan: The application for a Planned Unit Development District shall include a Development Plan containing the following information:
  1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;

## **CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS**

2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;
3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;
4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;
5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;
6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

### **5-7 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each Planned Unit Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a PUD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to PUD district applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a PUD Planned Unit Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the PUD District. All approved plans shall be filed with the City Clerk.

### **5-8 Amendment Procedure**

Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 5-7.

### **5-9 Building Permits**

The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a PUD District unless it is in compliance with the approved Development Plan or any approved amendments.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-10 Termination of PUD District**

If no substantial development has taken place in a Planned Unit Development District for three years following approval of the District, the Planning Board shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

### **CCD: CREATIVE CLUSTER DEVELOPMENT**

### **5-11 Purpose**

The CCD Creative Cluster Development provides a design alternative that provide greater flexibility in subdivision design and design and build developments that are considerate of special natural or artificial features.

### **5-12 Permitted Uses**

Residential uses permitted in a CCD Overlay District are those permitted in the underlying base district.

### **5-13 Site Development Regulations**

Site Development Regulations comply with the overall density requirements of a zoning district, but allow internal variations of such standards as lot size, and setbacks in order to encourage innovative or economic development or protect natural features and open space without loss of economic yield to the developer.

- a. Cluster subdivisions allow the clustering or grouping of residential lots in order to provide common open space.
- b. Cluster Subdivisions may be developed and approved subject to the following standards and variations:
  1. The overall density of subdivision complies with the zoning district that contains the final subdivision. A subdivider may apply for a rezoning simultaneously with the plat approval process.
  2. Individual lot size dimensions, including lot width, may be reduced to 60% of requirement of zoning district. Any savings on lot size shall be devoted to common open space or other approved community facilities.
  3. Lot setbacks may be varied from those otherwise specified for the zoning district. Setback limits must be established on the preliminary and final plat. The setback from any garage entrance to any circulation way must be at least 20 feet.
  4. Street or right-of-way widths set forth in Article 5 may be varied within for local streets within Cluster Subdivisions, subject to the sole discretion of the approving authorities.
  5. Articles of incorporation or covenants for a homeowners' association or other provision assuring maintenance or operation of all common spaces shall be submitted with subdivision application.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-14 Access to Public Streets**

Each CCD District must abut a public street for at least 60 feet and gain access from that street.

### **5-15 Application Process**

- a. Development Plan: The application for a Creative Cluster Development District shall include a Development Plan containing the following information:
  1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;
  2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;
  3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;
  4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;
  5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;
  6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

### **5-16 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each Creative Cluster Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a CCD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to CCD district applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a CCD Creative Cluster Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the CCD District. All approved plans shall be filed with the City Clerk.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-17 Amendment Procedure**

Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 5-7.

### **5-18 Building Permits**

The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a CCD District unless it is in compliance with the approved Development Plan or any approved amendments.

### **5-19 Termination of CCD District**

If no substantial development has taken place in a Creative Cluster Development District for three years following approval of the District, the Planning Commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

## **ED: ENVIRONMENTAL RESOURCES DISTRICT**

### **5-20 Purpose**

The ED Environmental Resources Overlay District enables the adoption of special performance standards in combination with site development regulations of a base district for areas of special environmental significance or sensitivity. These areas include hill environments; wetlands; forested areas; areas with unique soil or drainage characteristics; lake, river, or creek districts; and other areas with special environmental characteristics.

### **5-21 Procedure for Adoption**

- a. Proposal: The creation of an ED Environmental Resources Overlay District may be initiated by the Planning Commission or the City Council.
- b. Requirements for Application  
An application for the creation of an ED Overlay District must include:
  1. A statement describing the proposed district's special environmental characteristics and stating the reasons for proposal of the district;
  2. A map indicating the boundaries of the proposed ED Overlay District, specifying the base district(s) included within these boundaries;
  3. Supplemental site development regulations and performance standards that apply to the proposed district.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-22 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each ED Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to ED District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an ED Environmental Resources Overlay District.
- f. The Ordinance adopting the ED District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- g. Upon approval by the City Council, each ED Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an ED Overlay District shall be made and filed as provided by Section 14-405, Revised Statutes of Nebraska, 1943, and amendments thereto.

### **5-23 Building Permits**

Building or other development permits issued by the City in an ED District shall be consistent with the adopted ED District Ordinance.

#### **HD: HISTORIC DISTRICT**

### **5-24 Purpose**

The HD Historic Overlay District enables the adoption of special performance and development standards in combination with site development regulations of a base district for areas of special historical or architectural significance within the City of Columbus. The district recognizes the importance of historically and architecturally significant districts to the character of Columbus and provides for their conservation.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-25 Procedure for Adoption**

- a. **Proposal:** The creation of an HD Historic Overlay District may be initiated by the Planning Commission; the City Council; or by petition of the owner or owners of 51% of the property area within the proposed district.
- b. **Requirements for Application:** An application for the creation of an HD Overlay District must include:
  1. A statement describing the proposed district's special historical or architectural characteristics and stating the reasons for proposal of the district;
  2. A map indicating the boundaries of the proposed HD Overlay District, specifying the base district(s) included within these boundaries;
  3. An inventory of the buildings or historically important sites located within the boundaries of the proposed district;
  4. Supplemental site development regulations, design criteria, and performance standards that apply to the proposed district.

### **5-26 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each HD Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to HD District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an HD Historic Overlay District.
- f. The Ordinance adopting the HD District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- g. Upon approval by the City Council, each HD Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an HD Overlay District shall be made and filed as provided by Section 14-405, Revised Statutes of Nebraska, 1943, and amendments thereto.

### **5-27 Building Permits**

Building or other development permits issued by the City in an HD District shall follow procedures for review and approval established within the City's Landmarks Preservation Ordinance.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-28 Statutory Authorization, Finding of Fact and Purposes**

- a. Statutory Authorization: The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in *Nebraska Revised Statutes* Sections 31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the flood prone area. Therefore, the City Council of Columbus, Nebraska ordains as follows:
  - b. Finding of Fact:
    1. Flood Losses Resulting from Periodic Inundation: The flood hazard areas of Columbus, Nebraska are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
    2. General Causes of the Flood Losses: These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.
    3. Statement of Purpose: It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 1-2 by applying the provisions of this ordinance to:
      4. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
      5. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.
      6. Reduce financial burdens from flood damage borne by the community, its governmental units, its residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.
      7. Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.
  - c. Adherence to Regulations: The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### 5-29 General Provisions

- a. Lands to which Ordinance applies: This ordinance shall apply to all lands within the jurisdictions of the City of Columbus, Nebraska, identified on the Flood Insurance Rate Map (FIRM) panels 3114C0310E, 3114C03020E, 3114C0330E, 3114C0335E, 3114C0340, and 3114C0345E dated April 19, 2010, as Zones A, A1-30, AE, AO, or AH and within the Zoning Districts FW and FF established in Article 3 of this ordinance. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the governing body under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Article 4 and Article 5.
- b. Rules for Interpretation of District Boundaries: The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map of the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or other community map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the Board of Adjustment and to submit their own technical evidence, if so desired.
- c. Compliance: Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- d. Abrogation and Greater Restrictions: This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- e. Interpretation: In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.
- f. Warning and Disclaimer of Liability: The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of City of Columbus or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- g. **Severability:** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

### **5-30 Establishment of Zoning Districts**

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study dated April 19, 2010, and on accompanying FIRM panels as established in Article 2. The flood fringe overlay district shall correspond to flood zones A, AE, A1-30, AH, AO, AR, A99, and floodway areas in Zone AE that are identified on FIRM panels. The floodway overlay district shall correspond to the floodway areas in Zone AE that are identified on the FIRM panels. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

### **5-31 Floodplain Management Administration**

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified by the Flood Insurance Study [and accompany map(s)]. The floodway overlay district (FW) is identified by the flood insurance rate map dated April 19, 2010. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

- a. **Designation of Floodplain Administrator:** The City Engineer of the community is hereby designated as the community's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance. If the local floodplain administrator position is unfilled, the community CEO shall assume the duties and responsibilities herein.
- b. **Permits Required:** A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.
- c. **Duties of Floodplain Administrator:**
- Duties of the City Engineer shall include, but not be limited to the following:
1. Review, approve, or deny all applications for floodplain development permits.
  2. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
  3. Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
  4. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

5. Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
  6. Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
  7. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.
  8. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been flood proofed.
  9. Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.
  10. Ensure comprehensive development plan as amended is consistent with this ordinance.
  11. In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this ordinance.
- d. Application for Permit and Demonstration of Compliance
1. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
    - (a) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
    - (b) Describe the land on which the proposed development is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or development.
    - (c) Indicate the use or occupancy for which the proposed development is intended.
    - (d) Be accompanied by plans and specifications for proposed construction.
    - (e) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

2. If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:
  - (a) All such proposals are consistent with the need to minimize flood damage.
  - (b) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage.
  - (c) Structures will be anchored to prevent flotation, collapse, or lateral movement;
  - (d) Construction materials are flood resistant,
  - (e) Appropriate practices to minimize flood damage have been utilized; and
  - (f) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.
3. For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and be completed by a licensed surveyor, engineer, or architect.
4. When flood proofing is utilized for an applicable structure, a flood proofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.

For all development proposed in the floodway, no-rise certification shall be provided to the floodplain administrator and be completed by a licensed professional engineer.
5. Any other such information as reasonably may be required by the City Engineer shall be provided.
6. Letters of Map Revision: Federal regulations in Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.5 and 65.6 allow for changes to the special flood hazard area through a Letter of Map Revision (LOMR) or a Letter of Map Revision Based on Fill (LOMR-F), provided the community determines that the land and any existing or proposed structures that would be removed from the floodplain are “reasonably safe from flooding.” The community acknowledgement form asserting this is required for LOMR and LOMR-F applications and must be signed by the floodplain administrator. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
  - (a) Applicant shall obtain floodplain development permit before applying for a LOMR or LOMRF.
  - (b) Applicant shall demonstrate that the property and any existing or proposed structures will be “reasonable safe from flooding,” according to the minimum design standards in FEMA Technical Bulletin 10-01.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (c) All requirements listed in the Simplified Approach in FEMA Technical Bulletin 10-01 shall be met and documentation from a registered professional engineer shall be provided. If all of these requirements are not met, applicant must provide documentation in line with the Engineered Approach outlined in FEMA Technical Bulletin 10-01.
- e. Flood Data Required
  - 1. All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.
  - 2. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.
- f. Variances and Appeals Procedures
  - 1. The Board of Adjustment as established by City of Columbus shall hear and decide appeals and request for variances from the requirements of this ordinance.
  - 2. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ordinance.
  - 3. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in *Nebraska Revised Statutes* Section 23-168 (for counties) and *Nebraska Revised Statutes* Section 19-192 (for municipalities).

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

4. In evaluating such appeals and requests, the Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:
  - (a) The danger to life and property due to flooding or erosion damage.
  - (b) The danger that materials may be swept onto other lands to the injury of others;
  - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
  - (d) The importance of the services provided by the proposed facility to the community;
  - (e) The necessity of the facility to have a waterfront location, where applicable;
  - (f) The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
  - (g) The compatibility of the proposed use with existing and anticipated development;
  - (h) The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
  - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
  - (k) The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.
- g. Conditions for Variances
  1. Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant.
  2. Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
  3. Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

4. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items E-I below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
5. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
6. Variances shall not be issued within any designated floodway if any increase in water surface elevations along the floodway profile during the base flood discharge would result.
7. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
8. The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
9. All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### h. Enforcement

- (a) **Violations:** Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.
- (b) **Notices:** When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the provisions of this ordinance, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:
  - (1) Be in writing;
  - (2) Include an explanation of the alleged violation;
  - (3) Allow a reasonable time for the performance of any remedial act required;
  - (4) Be served upon the property owner or their agent as the case may require; and
  - (5) Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this ordinance.

### i. Penalties

1. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
2. The imposition of such fines or penalties for any violation or non-compliance with this ordinance shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.
3. Nothing herein contained shall prevent the City of Columbus or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### 5-32 Standards for Floodplain Development

- a. General Provisions
  1. Alteration or Relocation of a Watercourse
    - (a) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.
    - (b) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.
- b. Encroachments
  1. When proposing to permit any of the following encroachments, the standards in Section 5-1 shall apply:
    - (a) Any development that will cause a rise in the base flood elevations within the floodway; or
    - (b) Any development in Zones A, A1-30, and Zone AE without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
    - (c) Alteration or relocation of a stream; then
  2. The applicant shall:
    - (a) Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
    - (b) Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.
  3. Floodway Overlay District
    - (a) Standards for the Floodway Overlay District
      - (1) New structures for human habitation are prohibited.
      - (2) All encroachments, including fill, new construction, substantial improvements, and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during the occurrence of the base flood discharge. These developments are also subject to all the standards of Section 5.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (3) In Zone A areas, obtain, review, and reasonably utilize any flood elevation and floodway data available through federal, state, or other sources, including studies done under Section 5-1, in meeting the standards of this section.
  - (b) Only uses having a low flood-damage potential and not obstructing flood flows shall be allowed within the Floodway Overlay District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway Overlay District:
    - (1) Agricultural uses such as general farming, pasture, nurseries, and forestry
    - (2) Residential uses such as lawns, gardens, parking, and play areas
    - (3) Nonresidential uses such as loading areas, parking, and airport landing strips
    - (4) Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.
4. Elevation and Floodproofing Requirements
- (a) Residential Structures
    - (1) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.
    - (2) In Zone AO, all new construction and substantial improvements shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet.
    - (3) In the floodway, new structures for human habitation are prohibited.
5. Nonresidential Structures
- (a) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
    - (1) The structure is watertight with walls substantially impermeable to the passage of water and
    - (2) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
    - (3) A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

(b) In Zone AO, all new construction and substantial improvements shall have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet; or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:

- (1) The structure is watertight with walls substantially impermeable to the passage of water and
- (2) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Elevation and Floodproofing Requirements.

### 6. Space Below Lowest Floor

(a) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.

(b) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,
- (2) The bottom of all openings shall not be higher than one (1) foot above grade, and
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

### 7. Appurtenant Structures

(a) Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:

- (1) The structure shall not be used for human habitation.
- (2) The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.
- (3) The floor area shall not exceed 400 square feet.
- (4) The structure shall have a low damage potential.
- (5) The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (6) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
    - a. A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
    - b. The bottom of all openings shall not be higher than one (1) foot above grade, and
    - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
  - (7) No utilities shall be installed in the structure, except electrical fixtures which must be elevated or floodproofed to one (1) foot above base flood elevation.
  - (8) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
  - (9) If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.
8. Manufactured Homes
- (a) Require that all manufactured homes to be placed or substantially improved within floodplains on sites:
    - (1) Outside of a manufactured home park or subdivision,
    - (2) In a new manufactured home park or subdivision,
    - (3) In an expansion to an existing manufactured home park or subdivision, or
    - (4) In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,
    - (5) Be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this Section.
  - (b) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas that are not subject to the provisions of Section 5-2 be elevated so that either;
    - (1) The lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation, or

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.2 (F) (iv).
  - (c) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of Section 5.3 (H) "Subdivisions".
  - (d) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
    - (1) Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
    - (2) Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
    - (3) Any additions to the manufactured home be similarly anchored.
9. Existing Structures
- (a) The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of 5.2 (G) (ii-iv) shall apply.
  - (b) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this ordinance.
  - (c) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure in the floodway shall comply with the provisions of Section 5-1.
  - (d) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification.
10. Design and Construction Standards
- (a) Anchoring: All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### (b) Building Materials and Utilities

- (1) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
- (2) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

### 11. Drainage

- (a) Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

### 12. Water Supply and Sanitary Sewer Systems

- (a) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
- (b) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
- (c) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

### 13. Other Utilities

All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

#### (a) Storage of Materials

- (1) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- (2) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

#### (b) Recreational Vehicles

- (1) Within any floodway, recreational vehicles and recreational vehicle parks shall be prohibited.
- (2) Recreational vehicles to be placed on sites within the floodplain shall:
- (3) Be on site for fewer than 180 consecutive days;

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (4) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
- (5) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

### 14. Subdivisions

Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

- (a) All such proposals are consistent with the need to minimize flood damage;
- (b) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
- (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and
- (d) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

### **5-33 Nonconforming Use**

A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:

- (a) If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this ordinance. The Utility Department shall notify the City Engineer in writing of instances of nonconforming uses where utility services have been discontinued for a period of six (6) months.
- (b) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- (c) If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage
- (d) Occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-34 Amendments**

- a. The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in federal, state, or local regulations provided, however, that no such action may be taken until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Columbus. At least 15 days shall elapse between the date of this publication and the public hearing.

A copy of such amendments will be provided to the Nebraska Department of Natural Resources and the Federal Emergency Management Agency for review and approval before being adopted.

### **5-35 Definitions**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application:

*0.2% Annual Chance Floodplain* means the floodplain that would be inundated by the 0.2% annual chance flood and delineated on the Flood Insurance Rate Maps.

*Appurtenant Structure* shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as “accessory structure.”

*Area of Shallow Flooding* means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Base Flood* means the flood having one (1) percent chance of being equaled or exceeded in any given year.

*Base Flood Elevation* means the elevation to which floodwaters are expected to rise during the base flood.

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides.

*Building* means “structure.” See definition for “structure.”

*Development* means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

*Existing Manufactured Home Park or Subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood Fringe is that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this ordinance.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New Construction for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Obstruction means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (*Nebraska Revised Statutes* 46-1601 to 46-1670 as amended).

Overlay District is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Post-FIRM Structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated April 19, 2010, whichever is later.

Pre-FIRM Structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated April 19, 2010, whichever is later.

Principally Above Ground means that at least 51 percent of the actual cash value of the structure is above ground.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation means the base flood elevation (BFE) plus a freeboard factor as specified in this ordinance.

Special Flood Hazard Area (SFHA) is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Start of Construction means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Substantial Damage means damage of any origin sustained by a structure whereby the cumulative cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

*Variance* is a grant of relief to an applicant from the requirements of this ordinance that allows construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

*Violation* means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

*Watercourse* means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

### **5-36 to 5-39 Reserved for Future Use**

### **5-40 A: Agricultural Overlay District**

#### **5-41 Purpose**

This district is intended to permit the use of limited agricultural activities in combination with residential land uses. It recognizes the existence in Columbus of specific neighborhoods that, while developed to urban densities, also include certain farm uses, including the raising of both crops and animals. It further recognizes that such uses should be strictly controlled in order to minimize effects on neighboring properties.

#### **5-42 Application of District**

This district may be used only in combination with the RR, R-1, or R-2 zoning districts.

#### **5-43 Permitted Uses**

In addition to those uses permitted by the base district, the following additional uses are permitted in the Agricultural Overlay District:

1. Horticulture
2. Crop Production
3. Animal Production, subject to the following additional conditions:
  - (a) Any new animal shelter, confinement facility, or animal unit shall require approval by the City Council through the special use permit procedure;
  - (b) Any accessory facilities or shelters must be located at least 50 feet from any residences other than the principal residence on the property where such facilities or shelters located; and at least 50 feet from any lot line of a property under different ownership.

#### **5-44 Pre-Existing Zoning**

Any property zoned R-2b on the effective date of this Ordinance shall be considered to be zoned R-2 with an Agricultural Overlay District.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-45 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each A Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to A District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an A Agricultural Overlay District.
- f. The Ordinance adopting the A District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### 6 ARTICLE SIX: SUPPLEMENTAL USE REGULATIONS

#### **6-1 Purpose**

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance.

#### **6-2 Supplemental Use Regulations: Agricultural Uses**

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

- a. Horticulture and Crop Production: Retail Sales: Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:
  1. Garden Centers: A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.

Garden centers must conform to all site development regulations for the zoning district.

Any garden center adjacent to a residential district must maintain a 20-foot landscaped Bufferyard consistent with the standards established in Section 8-5.
  2. Roadside Stands: A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.

A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.

A roadside stand may operate for a maximum of 180 days in any one year.
- b. Commercial Feedlots: No new commercial feedlots shall be established within the zoning jurisdiction of the City of Columbus.

#### **6-3 Supplemental Use Regulations: Residential Uses**

- a. Townhouse Residential: Where permitted, townhouse residential is subject to the following regulations:

The minimum width for any townhouse lot sold individually shall be 20 feet.

  1. Coverage percentages are computed for the site of the entire townhouse common development.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- b. Two Single Family Residential:
  - 1. The two single family units shall be separated by a minimum of 14 feet.
  - 2. The second dwelling unit shall be served by a driveway at least ten feet in width, leading from a public street adjacent to the lot.
- c. Multi-Family and Group Residential in B-1 District:
  - 1. Multi-family and Group Residential uses are permitted in the B-1 District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special permit by the City Council with the recommendation of the Planning Commission.
- d. Non-Traditional Residential Parks in NTR District: In the NTR Residential District, which permits mobile home, tiny home and other non-traditional residential use, such use may be configured in a Non-Traditional Residential Park or Non-Traditional Residential Subdivision. A Non-Traditional Residential Park or Subdivision may be approved administratively once all the following regulations are met:
  - 1. Property is properly zoned, Non-Traditional Residential.
  - 2. Completed Development Agreement
  - 3. Density Requirements as defined in Table 4-4: Site Development Regulations.
  - 4. Site Development Minimum Standards:
    - (a) Setbacks: Each Non-Traditional Residential Park and Subdivision shall have a minimum perimeter setback of 35 feet from adjacent non-residential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
    - (b) Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Article 8 of this Ordinance. Screening shall be provided in conformance with Section 8-5 for any common property line with another non-residential use.
    - (c) Open Space Requirements, Table 4-4: Each Non-Traditional Residential Park shall provide a minimum of 250 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians.
    - (d) Parking Minimum Requirements, Table 9-1.
    - (e) Parking: Park requires common parking. Subdivision requires on-site parking.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

5. Street Access and Circulation Requirements:
  - (a) Access to Public Street: Each NTR Park and Subdivision must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
  - (b) Vehicular Circulation: The NTR Parks and Subdivisions must provide interior vehicular circulation on a private internal street system.
    - (1) One side on Street Parking Minimum interior street width shall be a minimum of 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 350 feet in length without a variance.
    - (2) No on street parking. Minimum interior street width shall be a minimum of 24 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 350 feet in length without a variance.
  - (c) Sidewalks or Path: Each NTR Park and Subdivision shall provide a sidewalk or path system to connect each lot to common buildings or open space constructed for the use of its residents; and to the fronting public right-of-way. Sidewalk and path width shall be at least four feet. Public sidewalk connectivity must be provided.
  - (d) Street and Sidewalk Standards: All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
6. Utilities: All living units shall have piped supply of hot and cold water for both drinking and domestic purposes; domestic sewer service; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each living unit.
7. Financial Responsibility: Each application for a NTR Park and Subdivision shall include a demonstration by the developer of financial capability to complete the project, and a construction schedule.
8. Completion Schedule: Construction must begin on any approved Non-Traditional Parks and Subdivisions within one year of the date of approval. Such construction shall be completed within two years of approval, unless otherwise extended by the Administrator.
9. Permitting: A set down permit with fee as set by Resolution is required for each mobile home.
10. Anchoring: Each manufactured home shall be equipped with tie down anchors as approved by the Building Official.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### **6-4 Supplemental Use Regulations: Civic Uses**

- a. Clubs: Clubs located adjacent to residential uses shall maintain a bufferyard of not less than seven feet along the common boundary with such residential use.
- b. Day Care: Day care facilities are permitted by Special Use permit in the MH General Industrial Zoning District only if incidental to a permitted primary use.
- c. Group Care Facilities and Group Homes: Each group care facility or group home must be validly licensed by either the State of Nebraska or the appropriate governmental subdivision.

Group homes are permitted in the B-1 District only on levels above street level except that a facility specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special permit by the City Council with the recommendation of the Planning Commission.

### **6-5 Supplemental Use Regulations: Commercial Uses**

- a. Auto Repair, Equipment Repair, and Body Repair:
  1. Where permitted in commercial districts, all repair activities must take place within a completely enclosed building.
  2. Any spray painting must take place within structures designed for that purpose and approved by the Building Official.
- b. Auto Washing Facilities:
  1. Each conveyor operated auto washing facility shall provide 100 feet of stacking capacity per washing lane on the approach side of the washing structure and stacking space for two vehicles on the exit side.
  2. Each self-service auto washing facility shall provide stacking space for three automobiles per bay on the approach side and one space per bay on the exit side of the building.
- c. Bed and Breakfasts:
  1. Bed and Breakfasts permitted in the B-1 District must provide any sleeping facility only on levels above street level except that units specifically designed and reserved for occupancy by people with physically disabilities may be located on the street level.
- d. Campgrounds
  1. Minimum Size: Each campground shall have a minimum size of one acre.
  2. Setbacks: All campgrounds shall maintain a 50-foot front yard setback and a 25-foot bufferyard from all other property lines.
  3. Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances, state and federal regulations; or, alternatively, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

e. Convenience Storage:

When permitted in the AG, RR, and B-2 Districts, convenience storage facilities shall be subject to the following additional requirements:

1. The minimum size of a convenience storage facility shall be 8,712 square feet of lot area;
2. All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

f. Crematory:

When permitted in the MH Zoning District or for a Special Use Permit in a B2 or ML/C-1 Zoning District, a crematory shall be subject to the following additional requirements:

1. Shall only be allowed if licensed by the State of Nebraska and in compliance with any applicable regulatory agency(ies).
2. A plan of operation shall be submitted to the City building department and is required to meet all environmental requirements and accompanied by a site plan showing all existing and future or planned facilities on the site. The plan of operation shall address hours of operation, number of licensed persons on site trained to operate the crematory unit, procedures to be followed in processing the remains, including required permits and authorizations to be obtained from doctors and county coroner as the case may require. Said plan of operation is subject to periodic review which will address all life safety codes.
3. The following setback shall be complied with: a 20-foot setback unless a greater setback is otherwise required under this Code. Landscaping and buffer yards as required under this Code.
4. All services and activities associated with said crematory must take place within a completely enclosed building, including the unloading of human remains from the transporting vehicle and must maintain the integrity of the surrounding area.
5. All driveway approaches at least 20 feet outward from the crematory toward the City street must be paved with either concrete or asphalt.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### g. Sexually Oriented Business:

When permitted in an ML/C-1 Zoning District with a Special Use Permit, a sexually oriented business shall be subject to the following additional requirement:

1. Shall not be operated within 300 feet of:
  - (a) A church;
  - (b) A public or private elementary or secondary school;
  - (c) A boundary of a residential or historic district;
  - (d) A park or recreational trail;
  - (e) A property line of a lot devoted to a residential use;
  - (f) A hospital; or
  - (g) A fairgrounds.

### **6-6 Supplemental Use Regulations: Industrial Uses**

#### a. Resource Extraction:

Resource extraction, where permitted, is subject to the following additional requirements:

- (a) Erosion Control: A resource extraction use may not increase the amount of storm run-off onto adjacent properties. Erosion control facilities, including retention or detention and sediment basins, are required of each facility if necessary to meet this standard.
- (b) Ponding of Water: The site may be used as a lake or body of water, subject to approval by the City Council with the recommendation of the Planning Commission and the Lower Loup Natural Resources District.
- (c) Storage of Topsoil: Topsoil shall be collected and stored for redistribution at the site where mining took place following the end of the operation, except where ponding is approved.
- (d) Elimination of Hazards: Excavation shall not result in a hazard to any person or property. The following measures are required:
  - (1) Restoration of slopes to a gradient not exceeding 33% as soon as possible;
  - (2) Installation of perimeter safety fencing of at least 6 feet in height; when located within 300 feet of any residential or public use district. Acceptable fencing types include chain link, wood, metal or vinyl with no opening which would allow a 4-inch sphere to pass through.
  - (3) Installation of visual screening adjacent to any property within a residential or public use district. If fencing required in above (b) is solid, it may be used to fulfill this requirement.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- (e) Restoration of Landscape: The topography and soil of the resource extraction site shall be restored and stabilized within nine months of completion of the operation. The site shall be seeded, planted, and contoured in a way that prevents erosion.
  - (f) Topographic & Site Plan: Submittal must include a proposed topographic plan and, if applicable, a subdivision layout of the completed project.
- b. Salvage Services
- 1. Screening:
    - (a) The perimeter of each new facility shall be fully enclosed by opaque, free-standing fencing, or screen walls. Minimum height of this enclosure shall be ten feet. Any such enclosure shall be constructed behind required landscaped bufferyards.
    - (b) Each existing salvage services facility shall be screened as provided above within one year of the effective date of this Ordinance.
    - (c) Storage of materials within any salvage services facility may not be higher than the height of the surrounding screen fence or wall.
    - (d) No Salvage Services use may be established within 300 feet of the nearest property line of a residential or public use zoning district.
- c. Development within County Designated Industrial Areas:
- 1. All applications for Industrial Areas proposed for designation by Platte County under Neb. Rev. Stat. Sections 13-1111 through 13-1121 shall be referred by the City of Columbus to the Planning Commission for review and recommendations. Following Planning Commission action, the City Council shall act on the request.
  - 2. Any agreement between Columbus and Platte County involving approval of such a designation may include, but not be limited to, the following conditions:
    - (a) The proposed Industrial Area designation is consistent with the principles and objectives of the Comprehensive Plan;
    - (b) The City reserves the right to request and receive an annual report from any owner or renter of property within the designated Industrial Area, accurately indicating the current and proposed use of any land, buildings, or facilities within the area. The annual report may be requested in January of each year is due on or before March 1 of that year. Failure to submit an acceptable annual report within this schedule shall result in revocation of occupancy permits and zoning privileges granted by the City;
    - (c) Any newly created Industrial Area shall be designated for a period not to exceed 10 years. The City Council, after recommendation by the Planning Commission, may extend this term in two-year increments, up to a maximum term of twenty years;

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- (d) These provisions do not apply to Industrial Areas designated before December 5, 1983. However, the City may request the Platte County Board to review existing Industrial Areas within the city's jurisdiction from time to time.

### **6-7 Supplemental Use Regulations: Home-Based Businesses**

The intent of this section is to allow residents the opportunity to use their residence as a place to produce or supplement their personal and family income, while protecting residential areas from adverse effects associated with a home-based business and to achieve and maintain an attractive and efficiently functioning community. Home-based businesses are permitted in residential units subject to the conditions set forth in this section.

a. Violations

1. A home-based business shall comply with all City Codes.
2. If a violation of the City Code exists, the zoning administrative officer or his/her designee shall, in writing, note the specific area of noncompliance and the home-based business shall have a ten (10) day period in which to achieve compliance. Failure to comply with City Codes shall constitute an offense.

b. Building Use

1. The home-based business shall be incidental to the residential use of the property where it is operated. No more than 30% of the total first floor area of the primary residential structure on the premises shall be used for the operation of home-based businesses. To be considered a home-based business, at least one owner of such business must live on the premises.

c. External Activities

Any outdoor activities carried out in conjunction with the home-based business must be in keeping with, and maintain the integrity of, the surrounding residential area.

1. The growing, in an unobtrusive manner, of plants, flowers, vegetables, fruit, and similar materials utilized in the operation of the home-based business need not be screened.
2. Other activities not consistent with the character of the surrounding residential area must be screened from view.

d. External Effects

The home-based business shall not constitute a hazard or nuisance to neighboring properties.

1. Outdoor storage of any equipment, machinery, parts, goods, materials, or other appurtenances of the business shall not be permitted.
2. The home-based business shall not involve the parking or storage of tractor-trailers, semi-trucks, or heavy equipment, such as construction equipment, used in a business.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

3. Welding, vehicle body repair, vehicle painting, mechanical repair, rebuilding or dismantling of vehicles, or other like businesses are not allowed as home-based businesses.
4. Businesses which involve the production, storage, distribution, or collection of hazardous chemicals, toxic materials, fireworks, or similar materials, or other like businesses, are not allowed as home-based businesses.
5. The home-based business shall not cause glare, noise, odors, or electronic interference to the residents of surrounding properties.
6. The home-based business shall not require additional on- or off-street parking.

e. Employees

A home-based business may employ individuals under the following conditions:

1. At any given time, a home-based business may employ no more than two (2) individuals that are not a resident of the primary home.
2. If more than one home-based business is operated from the same residential property, the maximum number of employees applies to all businesses taken together, not to each business separately.

f. Signage

Signage designating a home-based business shall be limited to one non-illuminated and non-reflective sign.

1. Signage may include at most the name of the home-based business, a logo symbol, contact information, address, and indication of the appropriate public entrance. The sign may contain less information. The sign may not exceed four square feet and must be attached to the building.
2. The presence or design of the sign shall not detract from the property or the surrounding residential area; neither shall its size constitute a visual hazard. Signage must be contained entirely on the property and must maintain appropriate distances from the boundaries of neighboring properties.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### **6-8 Supplemental Use Regulations: Accessory Uses**

#### a. Permitted Accessory Uses: Residential Uses

Residential uses may include the following accessory uses, activities, and structures on the same lot.

1. Private garages and accessory buildings for the residential use shall not be allowed on more than 50% of the allowable lot coverage and no single detached accessory building shall exceed 35% of the allowable lot coverage
2. Recreational activities and uses by residents.
3. Home occupations, subject to Section 6-7 of these regulations.
4. Residential convenience services for multi-family uses and Non-Traditional Residential.
5. Garage sales, provided that the frequency of such sales at any one location shall not exceed one during a continuous two-month period or four sales during any twelve-month period.
6. Automobile sales are prohibited except those automobiles which are for sale by the owner of the residence on a temporary basis not to exceed two (2) months in any calendar year.
7. Within the RR Rural Residential District only, any lot of two acres and over may maintain one horse, llama, other hooved animal, or large bipedal bird. Such a lot may have one additional animal for each additional full acre of lot area over two acres, up to a maximum total of five animals. The animal or animals provided for in this paragraph shall be subject to the approval of a Special Use Permit.
8. Animal production as defined in Section 3-3 shall be subject to a special use permit within the RR Rural Residential District.

#### b. Permitted Accessory Uses: Civic Use Types

Guidance Services and Health Care use types are permitted in the MH General Industrial zoning districts only as accessory uses to a primary industrial use.

#### c. Permitted Accessory Uses: Agricultural Use Types

1. Garden centers and roadside stands, subject to the regulations set forth in Section 6-2.
2. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### **6-9 Supplemental Use Regulations: Outdoor Storage**

Outdoor storage is prohibited in all zoning districts except the MH General Industrial zoning district, except as provided in this section.

- a. Agricultural Use Types
  1. Outdoor storage is permitted where incidental to agricultural uses.
- b. Civic Use Types
  1. Outdoor storage is permitted where incidental to Maintenance Facilities.
- c. Commercial Use Types
  1. Outdoor storage is permitted where incidental to Agricultural Sales and Service; Auto Rentals and Sales; Construction Sales; Equipment Sales and Service; Stables and Kennels; and Surplus Sales.
  2. Outdoor storage is permitted where incidental to Body Repair, provided that such storage is completely screened at property lines by an opaque barrier, as set forth in Section 8-5. This provision shall apply to any Body Repair use established after the effective date of this Ordinance.
- d. Industrial and Miscellaneous Use Types
  1. Light Industry within the B-1 Central Business District zoning district may not include outdoor storage.
  2. Outdoor storage is permitted where it is incidental to Light Industry outside of the B-1 Central Business District. Any such outdoor storage within General Industry; Heavy Industry; Resource Extraction; Salvage Services; Warehousing; and Construction Yards is subject to screening requirements set forth in Section Eight.
  3. Outdoor storage is permitted where incidental to landfills.

### **6-10 Supplemental Use Regulations: Swimming Pools**

#### GENERAL PROVISIONS

- a. DEFINITION:

The term PRIVATE RESIDENTIAL SWIMMING POOL is hereby defined as a receptacle for water, or an artificial pool of water having a depth at any point of more than two feet, intended for the purpose of immersion or partial immersion therein of human beings and including all appurtenant equipment, constructed, installed and maintained in or above the ground outside of a building used for family dwelling units; provided the PRIVATE RESIDENTIAL SWIMMING POOL is maintained by an individual primarily for the sole use of the individual's household and guests and not for the purpose or in connection with any business operated for profit.
- b. COMPLIANCE REQUIRED:

Every private residential swimming pool constructed, installed and maintained hereafter shall comply with all applicable provisions of this Code.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### c. PERMIT REQUIRED:

It shall be unlawful to proceed with the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances within the City unless a permit therefor shall have first been obtained from the Community Development Department.

### d. PERMIT FEES:

The fee for a permit for the erection or construction of a swimming pool shall be as set by resolution.

### e. DRAWINGS, PLANS AND PERMITS:

1. All drawings and plans for the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances for which a permit is required shall first be presented to the Building Official or his/her designee, for examination and approval as to the proper location, construction and use.
2. All plans and drawings shall be drawn to a scale of not less than one-eighth of an inch to the foot, on paper or cloth, in ink or by some process that will not fade or obliterate. All distances and dimensions shall be accurately figured and drawings made explicit and complete, showing the lot lines, and including information pertaining to the pool, walk and fence construction, water supply system, drainage and water disposal systems and all appurtenances pertaining to the swimming pool.
3. All private residential swimming pools, appurtenances, water supply and drainage systems shall be constructed in conformity with the approved plans. If any deviations from the plans are desired, a supplementary plan covering that portion of the work involved shall be filed for approval and shall conform to the provisions of this chapter.

### f. REGULATIONS

#### 1. LOCATION:

- (a) Private residential swimming pools shall be permitted in residential zones only. No portion of a private residential swimming pool shall be located at a distance less than eight feet from any side or rear property line or building line. Pumps, filters and pool water disinfection equipment installations shall be located at a distance not less than eight feet from any side property line. Pools and appurtenant equipment shall not be permitted in the side yard between dwellings.

#### 2. RECIRCULATION POOLS:

- (a) All private residential swimming pools shall be of the recirculation type in which circulation of the water is maintained through the pool by pumps; the water drawn from the pool being clarified and disinfected before being returned to the pool.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### 3. MATERIALS:

- (a) Private residential swimming pool walls and floor shall be constructed of any impervious material which will provide a tight tank with white or light colored finished easily cleaned surfaces. The floor or bottom surface of the pool shall have a nonslip finish as smooth as possible. The side and end walls of a pool shall present a smooth finish and shall be vertical to a depth of at least six feet or shall have a slope or curvature meeting one of the following conditions.
- (b) The pool wall may be vertical for 30 inches from the water level below which the wall may be curved to the bottom with a radius at any point equal to the difference between the depth at that point and 30 inches.
- (c) To a depth of six feet, except as in division (A)(1), the wall's slope shall not be less than one foot horizontal in six feet vertical.
- (d) Pool walls that are to be lined with a plastic liner shall be constructed of masonry or reinforced concrete.

### 4. WALK AREAS:

- (a) Unobstructed walk areas not less than 36 inches wide shall be provided to extend entirely around the pool. The walk areas shall be constructed of impervious material and the surfaces shall be of such as to be smooth and easily cleaned and of nonslip construction. The slope of the walks shall have a pitch of at least one-fourth inch to the foot designed so as to prevent back drainage from entering the pool.

### 5. FENCES:

- (a) All private residential swimming pools shall be completely enclosed by a fence erected along the periphery of the pool walks. All fence openings or points of entry into the pool area enclosure shall be equipped with gates. The fence and gates shall be four feet in height above the walk grade level and shall be constructed of a minimum number nine-gauge woven wire mesh corrosion-resistant material or material approved by the Building Official. All gates shall be equipped with self-closing and self-latching devices placed at the top of the gate and made inaccessible to small children. All fence posts shall be decay or corrosion-resistant and shall be set in concrete bases.

### 6. STEPS OR LADDERS:

- (a) Two or more means of egress in the form of steps or ladders shall be provided for all private residential swimming pools. At least one such means of egress shall be located on a side of the pool at both the deep end and shallow end of the pool. Treads of steps and ladders shall be constructed of nonslip material and at least three inches wide for their full length. Steps and ladders shall have a handrail on both sides.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### 7. WATER SUPPLY:

- (a) No source of water other than that secured from the City waterworks distribution system shall be used in private residential swimming pools unless City water is not available.

### 8. ELECTRICAL REQUIREMENTS:

- (a) All electrical installations provided for, installed and used in conjunction with private residential swimming pools shall be in conformance with the Electrical Code ('63 Code, § 4-3-17) Penalty, see § 10.99

### 9. SAFETY PRECAUTIONS:

- (a) A skilled swimmer shall be present at all times that private residential swimming pools are in use.
- (b) Every private residential swimming pool shall be equipped with one or more throwing ring buoys not more than 15 inches in diameter and having 60 feet of three-sixteenths inch manila line attached and one or more light but strong poles with blunted ends and not less than 12 feet in length for making reach assists or rescues.
- (c) No diving board or platform more than three feet above the water level shall be installed for use in connection with any private residential swimming pool.

#### **6-11 Supplemental Use Regulations: Mailboxes**

Mailboxes constructed on a base other than a single pole and a footprint larger than 25 square feet need approval from the City Engineer as to location and the Chief Building and Code Official as to the structure and size.

#### **6-12 Supplemental Use Regulations: Cargo Containers and Portable Storage Containers**

Cargo containers sixteen (16) feet long and longer are only allowed in light industrial zoning districts and general industrial districts subject to the following requirements:

- a. The time duration that storage containers can be allowed on a particular site shall be established by the Development Review Team (DRT).
- b. Containers shall be limited in quantity to the number allowed by the Development Review Team and shall not be increased without additional review.
- c. Location of containers on the site shall be restricted to the location approved on the site plan by the Development Review Team.
- d. Containers approved for a duration of twelve (12) months or more may require screening view of any adjacent property and public streets in a manner approved by the Development Review Team including, but not limited to, fencing, berming, landscaping or a combination thereof.
- e. All storage containers shall be clean and well-maintained portable storage
  1. Containers sixteen (16) feet and less in length are allowed in all zoning districts subject to the following requirements:

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

2. The temporary placement of one (1) portable storage container not to exceed the size dimensions of eight (8) feet wide by eight (8) feet high by sixteen (16) feet long on a residential lot for the purpose of loading and unloading household contents shall be permitted for a time not to exceed ninety (90) days in a twelve (12) month consecutive period. Additional time is subject to City approval by the Building Official on a case-by-case basis. Additional containers on the same site require City approval by the Building Official prior to placement.
3. Portable storage containers shall not be used for long term storage.
4. No permit is required; however, the street address of the location the container is going to be placed and the date of placement shall be communicated by telephone, electronic mail, or in person, to the Building Official prior to the day the container is placed.
5. The property must be occupied by a principal residential building.
6. Containers are allowed in the front building setback but shall be placed a minimum distance of five (5) feet from any side or rear property lines. Preferred location is in the driveway of the residence, but in no case shall the container be placed in the street or encroaching on public right-of-way.
7. Signs on any portable storage container shall be limited to not more than twelve (12) square feet each, not to exceed one (1) per side. Signage on the container shall not be used for advertising off-premise businesses other than the company that owns and operates the container business.
8. No sales shall be conducted from a portable storage container.
9. All storage containers shall be clean and well maintained.

### **6-13 Supplemental Use Regulations: Truck Terminals**

Truck Terminals that are desired to be located in B-2 Districts may be approved pursuant to a Special Use Permit and must comply with the following requirements:

- a. The total maximum floor area of all buildings combined is limited to 75,000 square feet or less per site.
- b. A landscape bufferyard and screening is required around the perimeter of the site as set forth below, but in no event shall said bufferyard and screening requirement be less than 20-foot:
  1. Bufferyards shall comply when appropriate with Article 8, Section 8-4, and Table 8-2 of the Columbus Land Development Ordinance. Each bufferyard must be fully landscaped and maintained as set forth in the Columbus Land Development Ordinance and be free from paved areas, storage, or other disturbances.
  2. Screening shall comply with Section 8-5 of the Columbus Land Development Ordinance.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### 7 ARTICLE SEVEN: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

#### 7-1 Purpose

The Supplemental Site Development Regulations recognize the existence of special conditions that cannot comply literally with the site development regulations set out for each zoning district. Therefore, these regulations qualify or modify the district regulations of this title and provide for specific areas of exception.

#### 7-2 Setback Adjustments

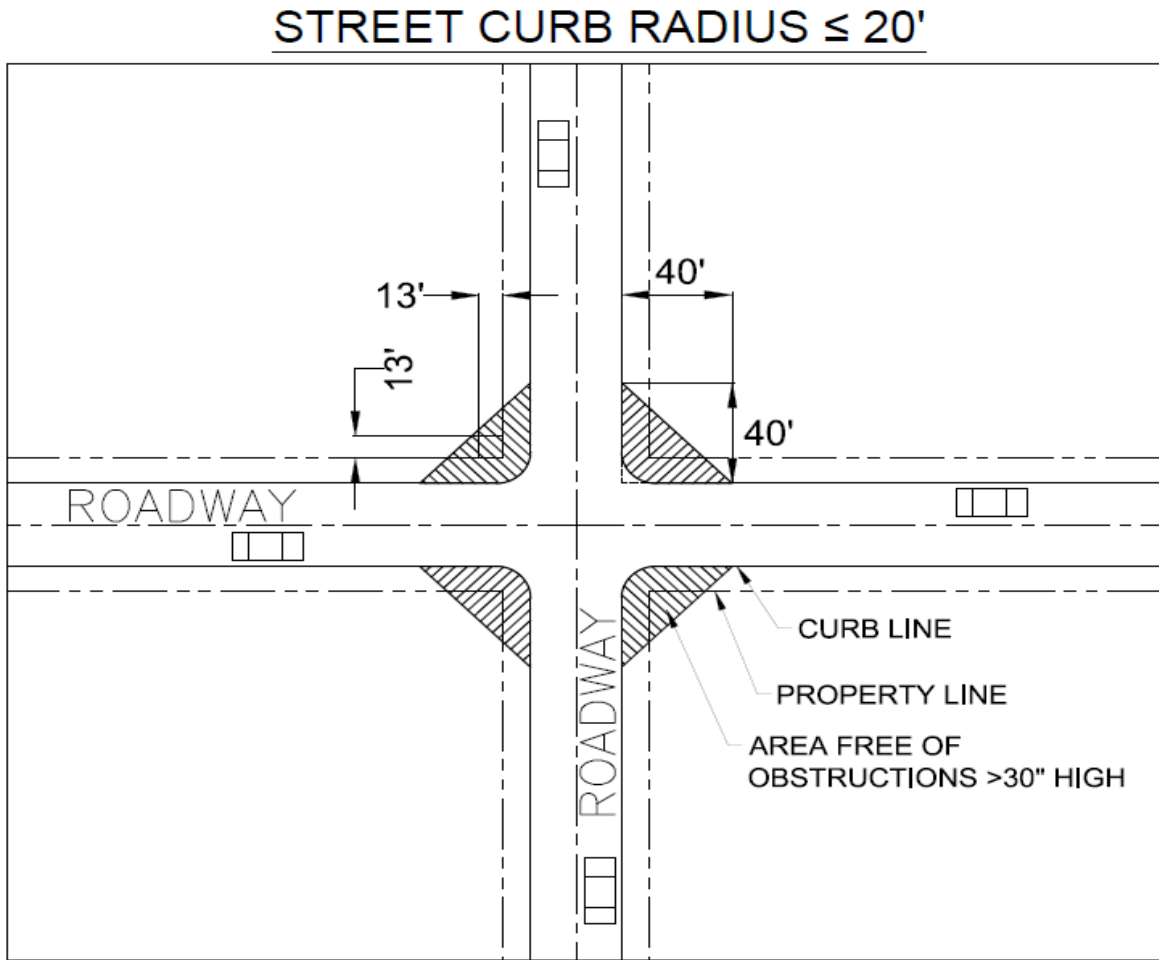
- a. Lots Adjoining Alleys: In calculating the depth of a required side or rear yard setback for a lot adjoining a dedicated public alley, one-half of the alley may be credited as a portion of the yard. However, no residential structure may be nearer than ten feet to the near side of the alley.
- b. Exceptions to Openness of Required Yards: Every part of a required yard shall be open and unobstructed from finished grade upward, except as specified herein.
  1. Window sills, belt courses, cornices, eaves, flues and chimneys (including enclosed or unenclosed), and ornamental feature may project two feet into a required yard.
  2. Terraces, patios, uncovered decks, and ornamental features which have no structural element more than two feet above or below the adjacent ground level may project ten feet into a required yard. However, all such projections must be set back at least three feet from an adjacent side lot line; or fifteen feet from any street property line.
  3. Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of 3 1/2 feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings.
  4. For buildings constructed upon a front property line, a cornice may project into public right-of-way. Maximum projection is the smaller of four feet or five percent of the right-of-way width.
  5. In commercial and business districts, a canopy may extend into a required front yard, provided that the canopy is set back at least five feet from the front property line, covers less than fifteen percent of the area of the required front yard, and has a vertical clearance of at least eight feet six inches.
  6. Accessory buildings in residential districts, including private and community garages, may be located a minimum of two feet from the side lot line and ten feet from the rear lot line. The rear yard setback may be reduced to two feet if bounded by an alley if set back is sixty feet or more from the front lot line. An accessory building must have an additional rear and side setback of one foot for every two feet or portion thereof of height over 15 feet. Any such accessory building must be located at least six feet from the main structure. Accessory building in an R-1, R-2 or R-3 district shall not exceed 20 feet in height at the peak. No residential accessory buildings permitted on NTR Park or Subdivision lots.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

7. Lamp posts with a maximum height of ten (10) feet, and flag poles up to maximum height of base district may be located within required yards, provided they are set back at least five (5) feet from property lines.
- c. Setback Adjustments
  1. Setbacks on Built-Up Blockfaces: These provisions apply if any of the buildings on that blockface have front yard setbacks less than those required for the specific district.
    - (a) If a building is to be built on a parcel of land within 100 feet of an existing building on one side only, the minimum front yard shall be the setback of the adjacent building; excluding garages, refer to Table 4-4: Site Development Regulations.
    - (b) If a building is to be built on a parcel of land not within 100 feet of an existing building on either side, then the minimum front yard shall be the mean setback of all existing buildings on the blockface.
- d. Corner Lots: Required setbacks shall not reduce the buildable width of any corner lot to less than 24 feet. Appropriate setback adjustments shall be allowed to maintain this minimum width.
- e. Double Frontage Lots: In Rural Residential zoned double frontage lots on a major street, and with no access to that street, may have a 25-foot minimum front yard setback along said street. All other double frontage lots must provide full front yard setbacks from each adjacent street.
- f. Antennas: No antennas are permitted in the front yard.
- g. Vision Clearance Zones: No structures, plantings to maturity, landscaping, fences, parked vehicles, trucks, trailers, or other obstructions shall be built or placed above a maximum height of 30-inches above the established curb grade or radii 20 feet of less within, whichever is greater in clear zones, from a triangle formed 1) by a line connecting points thirteen feet along each leg from the property lines from their point of intersection and 2) by a line connecting points forty feet along each leg from the back of curb from their point of intersection and as extended to the public or private street or driveway, trail, or traveled way which may obstruct the line of sight of drivers and/or pedestrians approaching the intersection as show in Figure 7-2(a). Radii greater than 20 feet shall be subject to the Figure requirements. Vision clearance where private driveways and streets or courts meet shall be subject to approval of the Building Official.
- h. Attached structures extending into public rights-of-way within the Downtown Business District, excluding roadways.
  1. Attached structures, such as awnings, canopies and signs may extend no more than 48 inches from the façade or facewall of the building to which it is attached. These structures must maintain a vertical clearance of at least 7 feet and 6 inches.

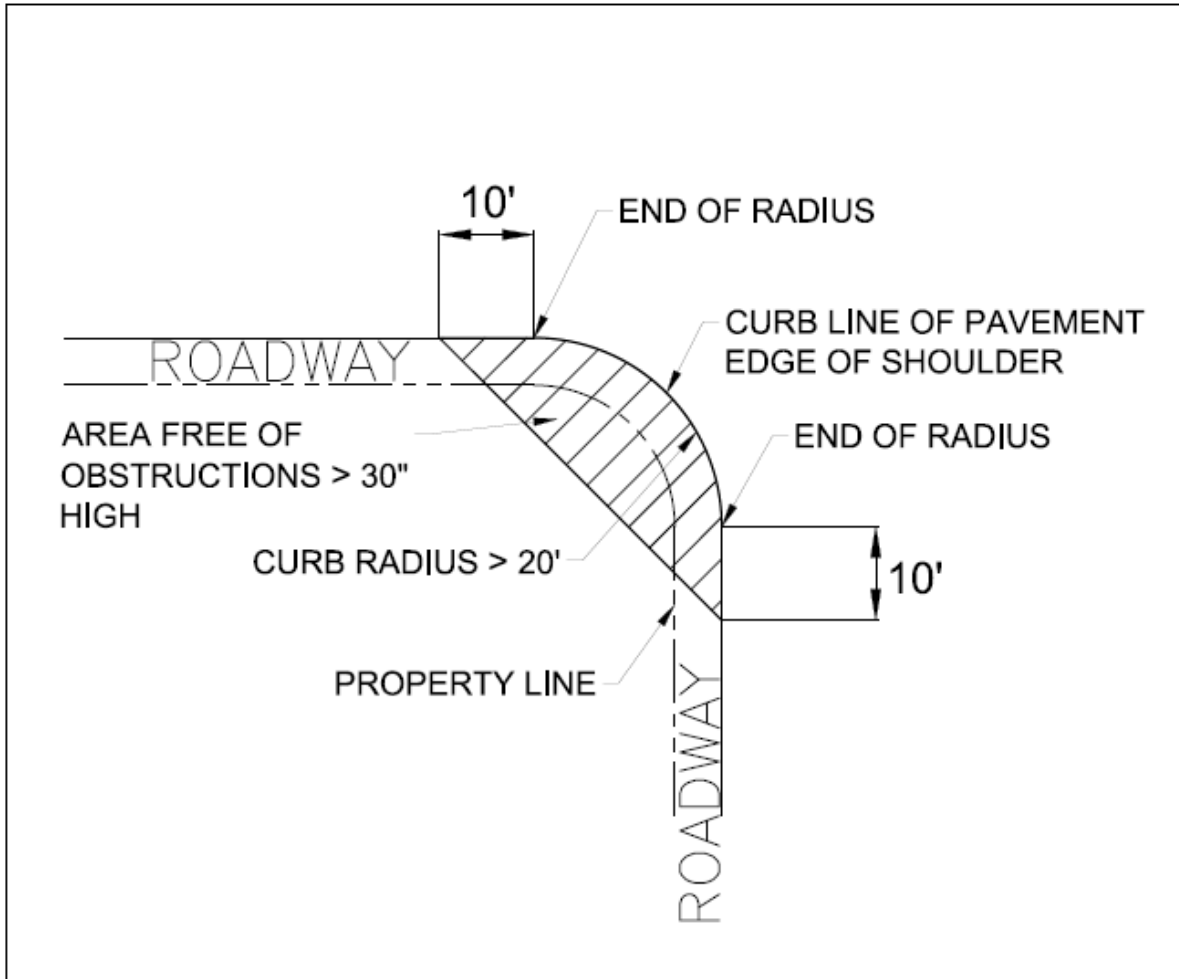
CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

**Figure 7-2(a): Vision Clearance Zone**



**Figure 7-2(b): Vision Clearance Zone**

**STREET CURB RADIUS > 20'**



**FIGURE 7-2 (b): VISION CLEARANCE ZONE**

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### **7-3 Height Exceptions**

a. These provisions allow exceptions to the height limit of any zoning district in certain situations.

1. Vertical Projection: Chimneys, cooling towers, building mechanical equipment, elevator bulkheads, fire towers, grain elevators, non-parabolic receiving antennas, tanks, solariums, steeples, penthouses not exceeding 25 percent of total roof area, flag poles, stage towers or scenery lofts, City owned towers used for emergency communications and water towers may be built to any height in accordance with existing ordinances.
2. Radio Towers: Radio towers, operated by licensed amateur radio operators, may be built to a height as set forth in paragraph 2 below provided such towers do not exceed the height limitations set by Table 4-4: Site Development Regulations. This exception does not apply to parabolic antennas, designed to receive signals from satellites.  
  
Such radio towers shall not be located within a street yard of the primary use, and shall be located no less than 110 percent of the tower's height from a property line of an adjacent property within any zoning district.
3. Dwellings: Dwellings may exceed the height limit of their zoning districts by a maximum of ten feet, provided that each such building shall have a side yard setback of one foot in addition to required setbacks from each property line for each foot of height over the maximum height of the zoning district.
4. Wind Energy Conservation Systems (WECS): Wind Energy Conservation Systems are exempt from the height restrictions of the base district in accordance with existing ordinances.
5. Federal Aviation Administration Rules: No structure may be built in any zoning district which exceeds the maximum height permitted under the rules of the Federal Aviation Administration. These rules describe the glide angles and operational patterns for any airport within the planning jurisdiction of the City of Columbus.

### **7-4 Allowable Adjustments to Site Development Regulations for Creative Subdivisions**

- a. Purpose: Section 5-11 of the Land Development Ordinance provides for creative subdivisions. Creative subdivisions allow for greater flexibility in the design and development of subdivisions, in order to produce innovative residential environments, provide for more efficient use of land, protect topographical features, and encourage the preservation of common area and open space. These special regulations and exceptions apply only to creative subdivisions.
- b. Site Area Per Unit:
  1. Unless otherwise provided, the site area per unit for a creative subdivision as a whole shall be that of the zoning district in which such subdivision is located. For the purpose of computing site area per unit, the area of public streets and private ways within the subdivision must be excluded. Residential use types may be combined within the creative subdivision provided that the subdivision as a whole complies with the required maximum density of the zoning district.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

2. In the AG or RR Districts, the minimum site area per unit may be reduced by 50 percent in creative subdivisions.
- c. Perimeter Yards
  1. The required setback for any structure within a creative subdivision from a perimeter public street shall be the required setback for the zoning district.
  2. The required setback for any structure within the subdivision from any property line which forms the boundary of the subdivision shall be at least 15 feet.
- d. Area and Yards for Individual Lots: Minimum lot areas may be reduced by a maximum of 50%. Street Side yards may be reduced by a maximum of 25%. Interior and Back yards may be reduced by a maximum of 50%, provided a minimum separation of ten feet shall be established for all residential structures not attached to one another. A creative subdivision must be planned and developed as a common development.
- e. Coverage and Landscaping Requirements: Individual lots in a creative subdivision may increase maximum building and impervious coverage limitations by 20%.

### 7-5 Fence Regulations

- b. Location Restriction: Unless otherwise provided by this title or other sections of the Columbus Municipal Code, no fence shall be built on any lot or tract outside the surveyed lot lines.
- c. Sight Obstruction: No solid fence permitted or required by this title or other sections of the Columbus Municipal Code shall be built or placed above a maximum height of 30-inches above the established pavement surface or shoulder grade within a triangle formed by a line connecting points twenty-five feet along each leg from the property lines from their point of intersection and as extended to the public or private street, driveway, trail, or traveled way which may obstruct the line of sight of drivers and/or pedestrians approaching the intersection.
- d. Residential Fences: Fences constructed within residential districts or on land used for residential purposes are subject to the following provisions.
  1. Height: The maximum height of a fence within a required front yard or street side yard setback shall be four feet. The maximum height for any fence outside of a required front yard may be up to six feet.
  2. Exception for Back Yards of Double Frontage Lots: A fence built within the required back yard of a double frontage lot, provided no residential access is provided to the back yard street, may be a maximum of six feet in height.
- e. Office, Commercial, and Industrial Fences: Fences constructed in commercial and industrial districts are subject to the following special provisions:
  1. LC, UC, and B-1 Districts: The maximum height of a fence may not exceed six feet if located outside of the required front or street side yards. Fences within the front and street side yards may not exceed four feet.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

2. B-2, ML/C-1, MH Districts: The maximum height of a fence within a required front yard or street side yard setback may not exceed six feet. The maximum height for a fence outside of required front yard or street side yard setbacks may not exceed ten feet.

### **7-6 Downtown Building Standards**

The Downtown Business District includes the area bounded by 10<sup>th</sup> Street and 15<sup>th</sup> Street and 21<sup>st</sup> Avenue and 32<sup>nd</sup> Avenue, all public right-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.

The City of Columbus has set forth these guidelines as minimum standards whereby properties in the Downtown Business District can be improved or built upon; it is in the best interest of the City and its residents to have a downtown that is pleasing to walk, drive through and conduct business in while maintaining an environment that preserves, to a reasonable extent, the heritage and history of Columbus. Any improvement or building project should be undertaken with care and consideration of these goals.

A majority of the commercial buildings in the Columbus downtown retain their original form and ornamentation in the upper stories. Out of the total of 127 properties in the Downtown, 101 are considered architecturally and historically significant. The majority of the commercial buildings were built between 1910 and 1919 with most of the remaining being built from 1930 to 1946.

The Downtown Building Standards are the regulating document for development within the downtown of Columbus. The Downtown Building Standards recognize the historic character of the downtown and identifies a special set of development standards, allowed use regulations, and other special use regulations that, when applied to new construction and qualifying remodel/s expansions will ensure that the historic character is positively complement. These guidelines apply to any portion of the commercial and/or institutional properties visible to pedestrians and/or motorist within the Downtown Business District.

Building should work together to create a “wall of buildings” effect associated with traditional downtown areas. New construction and infill building must maintain the alignment of facades along the sidewalk edge; exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape, or if the lot size, shape and the intended use of the building require substantial associated onsite parking.

A minimum of 30% of the ground level front façade and 20% of the ground level sides of buildings adjacent to public right of ways shall consist of any combination of windows and doors with large glass panels, as shall a building’s rear façade if it faces public right of way, parking area or open space. Windowless upper floors are not permitted and the windows should be vertically oriented. Arched tops, columns framing and window and decorative lintels, where appropriate are encouraged.

Infill construction should reflect some of the detailing of surrounding buildings in building massing, window shape, cornice lines and brick work.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

For the first 20 feet above street level, street facades shall be constructed of durable materials such as stone, brick, tile, or glass, or similar materials such as precast concrete, or poured in place concrete are required as the primary exterior material facing streets. Other high-quality materials may be proposed to and approved by the Chief Building and Code Official.

Faux brick products (not made of fired clay) are prohibited. Metal is not suitable primary material for building exteriors in the Downtown area.

With the exception of existing, the following materials are not permitted for use on the facades or sides of buildings adjacent to public right of way.

1. Brick larger than 4" in height, 12" in length
2. Aluminum, vinyl or fiberglass siding.
3. Concrete masonry units, other than limited use of split faced block which may be considered accent lines or the emulation of foundation stone if appropriate.
4. Materials that attempt to mimic traditional materials (an example would be fiberglass panels that are molded to look like brick); a singular exception to this is the judicious use of cultured stone.
5. Stucco or synthetic stucco is prohibited below the 12 (twelve) foot level but may be substituted above that level for the durable materials described above. Exception stucco maybe approved by the building official below the 12 (twelve) foot level if the structural integrity of the brick has been compromised.

If a new commercial building is constructed within the Downtown Business District its design should complement its environment and should include design elements, proportion, colors, etc.

Tile, stone, glass block, copper flashing, metal and wood are among the type of materials that should be considered for accents to buildings. Preference is for a high level of design and architectural detail.

### **7-7 Appeals**

Denial, revocations, or cancellations of a building permit based on the provisions of this Section may be appealed to the Board of Adjustment, as set forth in Section 12-8 and Section 12-9.

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## 8 ARTICLE EIGHT: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

### 8-1 Purpose

The Landscaping and Screening Regulations provide additional guidance on the development of sites within Columbus by addressing landscaping and screening requirements. They are designed to improve the appearance of the community; buffer potentially incompatible land uses from one another; and conserve the value of properties within the City of Columbus.

### 8-2 Applicability

The provisions of Article 8, shall apply to all new development on each lot or site upon application for a building permit or replacement of sidewalk within the B-1 district, except for the following:

- a. Remodeling, rehabilitation or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements;
- b. Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than 20 percent. Where such additions or enlargements are 20 percent or greater.

### 8-3 Landscaping Requirements

Landscaping shall be required adjacent to each street property line and within street yards as set forth in Table 8-1.

**CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS**

**TABLE 8-1: Required Landscape Depth**

<b>Zoning District</b>	<b>Depth of Landscaping Adjacent to Street Property Line</b>
AG	35 feet
RR	50 feet
R-1	15 feet
R-2	15 feet
R-3*	15 feet
NTR Park	10 feet
NTR Subdivision	20 feet
O	20 feet
LC	20 feet
UC	15 of the depth of the street yard. Landscaped area between curb to sidewalk may be counted toward this requirement.
B-1	No Requirement
B-2	10 feet
ML/C-1	No Requirement
MH	No Requirement
B-1	Sidewalk landscape beds including approved plantings in sidewalks in accordance with the B-1 district master plan and design standards
B-2	10 feet
ML/C-1	No Requirement
MH	No Requirement

\* For residential uses only. B-1 district sidewalk landscaping beds or administrative official approved landscape heavy duty landscape pots or structure shall be located in accordance with the master plan and design standards. Improvements shall include coordinated district sizing, location, construction features, underground stormwater collection system, connection to public storm sewer system, bedding, earthen material, plantings and related work.

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## **8-4 Bufferyard Provisions**

These provisions apply when a use is established in a more intensive zoning district (District A) which is adjacent to a less intensive zoning district (District B). The owner, developer, or operator of the use within District A shall install and maintain a landscaped bufferyard on his/her lot or site, as set forth in this section. Bufferyard requirements apply only to those districts indicated in Table 8-2 .

- a. The bufferyard dimensions set forth in Table 8-2 apply to zoning districts which share a common lot line or are adjacent but separated by an intervening alley.
- b. When a street separates adjacent zoning districts requiring a bufferyard, the size of the bufferyard shall be one-half the required bufferyard set forth in Table 8-2.
- c. Each required bufferyard must be entirely landscaped and free of paved areas, access ways, storage, or other disturbances.

The Plan Administrator may waive bufferyard and screen requirements when adjacent to City owned property, excluding right-of-way and property used for recreational purposes.

**TABLE 8-2: Bufferyard Requirements (feet)**

<b>More Intensive District</b>	<b>Less Intensive District</b>						
		AG*	RR	R-1	R-2	R-3*	RMH
O, LC, UC**	10	10	10	10	10	10	10
B-2**	30	30	20	20	20	20	20
ML/C-1	30	30	30	30	30	30	30
MH	50	50	50	50	50	50	50
* For residential uses only.							
** No buffer required when use is entirely residential use.							

## **8-5 Screening Standards**

- a. Application: Screening is required between adjacent zoning districts indicated in Table 8-2 when one or more of the following conditions in the more intensive zoning district is directly visible from and faces toward the boundary of the less intensive zoning district.
  1. The rear elevation of buildings.
  2. Outdoor storage areas or storage tanks, unless otherwise screened.
  3. Loading docks, refuse collection points, and other service areas.
  4. Major machinery or areas housing a manufacturing process.
  5. Major on-site traffic circulation areas or truck and/or trailer parking.
  6. Sources of glare, noise, or other environmental effects.

## CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

- b. Opaque Barrier: A six-foot opaque barrier shall be provided which visually screens the conditions listed in Section 8-5 from less intensive uses as follows:
  - 1. A solid wood, vinyl and/or masonry fence or wall at least six feet in height;
  - 2. A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque hedge-like barrier and attaining a minimum height of six feet within three years of planting;
  - 3. A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts;
  - 4. Any combination of these methods that achieves a cumulative height of six feet.
- c. Location of Screening Wall: A screening wall or fence shall be installed within the required buffer yard.
- d. Screening: Effect on Drainage: Screening shall not adversely affect surface water drainage.

### **8-6 General Provisions**

- a. Time of Application: The provisions contained in this Article shall be applied for each individual lot or site when an application for a building permit on such lot is made.
- b. Maintenance of Required Landscaping: Upon installation of required landscape materials, each owner shall take appropriate actions to insure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistent with this Article.
- c. Obstruction of View: Landscaping installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, trail or sidewalk.
- d. Area between sidewalk and curb/edge of pavement: The area between the sidewalk and street curb or edge of pavement shall be grass turf. A maximum of ten (10) percent of this area may be used for mailboxes, paving, or other ground cover.
- e. Exceptions: A development may continue to comply with the bufferyard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with bufferyard or screening provisions.

### **8-7 Grade Elevation at Residential Building Setback**

The maximum grade elevation at the residential building setback line shall be a slope between 4 and 6 percent as approved by the Building Official as calculated from the top of the pavement curb or edge of roadway to the building setback. Buildings or structures placed further back from the setback, setback larger than 20-feet, roadway right-of-way greater than 60 feet, or other uncommon situations shall have the maximum elevation set by the Building Official. Sidewalk or trail cross slope, including the driveway, cannot exceed two percent (quarter inch per foot) in accordance with the American's is Disability Act.

**CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS**

**8-8 Performance Standards in the B-2 and ML/C-1 Zoning Districts**

a. Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts

Table 8-3 displays the maximum permitted sound levels that may be generated by uses in the LC, UC, B-2 or ML/C-1 zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting ANSI specification for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

**TABLE 8-3: Maximum Permitted Sound Levels at Residential Boundaries**

<b>Originating Zoning District</b>	<b>Time</b>	<b>Maximum One Hour Leq* (dbA)</b>
LC, UC, B-2	7:00 a.m. – 10:00 p.m.	65
	10:00 p.m. – 7:00 a.m.	55
ML/C-1	7:00 a.m. – 10:00 p.m.	70
	10:00 p.m. – 7:00 a.m.	55

\* Leq is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears.

Lighting Performance Standards

1. Area lighting shall be conducted so that the light source is directed away from areas in residential use or shall be controlled so that candlepower per 1,000 lamp lumens does not numerically exceed 50 lamp lumens (5%) above the vertical angle of 78 degrees above nadir; or emit more than 500 foot-lamberts per unit projected surface area of the luminaire above a 78-degree vertical angle.
2. Luminous element signs shall not exceed 300 foot-lamberts. Luminous building fronts shall not exceed 100 foot-lamberts in average surface luminance. Flood lighted signs shall not exceed 75 foot-lamberts in average surface luminance. Exposed lamp signs and luminous tube signs shall not exceed 400 foot-lamberts in average surface luminance.
3. Illumination resulting from outdoor lighting shall be conducted so that direct or indirect illumination does not exceed 0.5 horizontal foot candles at a boundary line with an adjacent residential zoning district.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### 9 ARTICLE NINE: OFF-STREET PARKING

#### **9-1 Purpose**

The Off-Street Parking Regulations require that developments provide parking in proportion to the need created by each use. The regulations further establish standards for the functional design of parking facilities. These regulations are intended to accommodate vehicles in a functionally satisfactory manner and to minimize external effects on neighboring properties.

#### **9-2 General Applications**

- a. Applicability: Off-street parking shall be provided for any new building constructed; for new uses or conversions of existing buildings; or for enlargements of existing structures.
- b. Exemptions: Any use within the B-1 Central Business District is exempt from the off-street parking requirements provided by Section 9-3. Any off-street parking facility constructed in the B-1 District after the effective date of this Ordinance must comply with the design standards set forth in this Article.

#### **9-3 Schedule of Off-Street Parking Requirements**

Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 9-1.

- a. Computation
  1. When a computation of required parking results in a fraction of .5 or greater, the requirement should be rounded up to the next whole number.
  2. Unless otherwise indicated, parking requirements are based on gross floor area. Gross floor areas for the purpose of this calculation exclude any interior space used for the parking or loading of vehicles.
  3. When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code in effect for the City of Columbus at the time the use is established.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Agricultural Use Types</b>	
Horticulture	1 space per 1,000 square feet of sales area.
Crop Production	No requirement.
Animal Production	No requirement.
Commercial Feedlots	No requirement.
<b>Residential Use Types</b>	
Single-Family Residential	2 spaces per dwelling unit.
Duplex Residential	2 spaces per dwelling unit.
Two-Family Residential	2 spaces per dwelling unit.
Multi-Family Residential	2 spaces per dwelling unit with 2 or more bedrooms, 1 space per 1 bedroom dwelling units or studios, and 1 space per 2 dwelling units for elderly housing.
Downtown Living Units	0 spaces per dwelling unit. Within existing structures only.
Group Residential	1 space for each two residents.
Non-Traditional Residential Park	1 space per dwelling provided in shared parking facility.
Non-Traditional Residential Subdivision	1 space per dwelling unit.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Civic Use Types</b>	
Administration	1 space per 500 square feet.
Cemetery	No requirement.
Clubs	1 space per 4-person capacity.
Convalescent Services	1 space per 4 beds.
Cultural Services	1 space per 1,000 square feet.
Day Care Services	1 space per 5-person capacity + 1 space per employee of largest shift.
Group Care Facility	1 space per 4-person capacity + 1 space per employee of largest shift.
Group Home	1 space per 4-person capacity + 1 space per employee of largest shift.
Guidance Services	1 space per 300 square feet.
Health Care	1 space per 300 square feet + 1 space per employee of largest shift.
Maintenance Facilities	See Schedule A.
Parks and Recreation	No requirement.
Postal Facilities	See Schedule A.
Primary Education	1 space per employee of largest shift + 10 stalls for visitors.
Public Assembly	1 space per 4-person capacity.
Religious Assembly	1 space per 4-person capacity in largest assembly area.
Safety Services	1 space per employee of maximum shift + 1 stall per 1,000 square feet.
Secondary Education	1 space per employee of maximum shift + 1 space for each 4 11th and 12th grade student.
Utilities	1 space per employee of maximum shift.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Commercial Use Types</b>	
Agricultural Sales/Service	See Schedule A.
Auto Rental and Sales	See Schedule A.
Auto Service	Three times service capacity.
Body Repair	Four spaces per repair stall.
Business Support Services	1 space per 500 square feet.
Campground	1 space per camping unit.
Cocktail Lounge	1 space per 200 square feet.
Commercial Recreation	1 space per 4-person capacity.
Communications Services	1 space per 500 square feet.
Construction Sales	See Schedule A.
Consumer Services	1 space per 300 square feet.
Convenience Storage	1 space per 10 storage units.
Equipment Sales/ Service	See Schedule A.
Food Sales	1 space per 300 square feet.
General Retail Services	1 space per 500 square feet.
Liquor Sales	1 space per 300 square feet.
Lodging	1 space per unit.
Personal Improvement	1 space per 500 square feet.
Personal Services	1 space per 500 square feet.
Pet Services	1 space per 500 square feet.
Restaurants (Drive-in)	1 space per 50 square feet of customer service area.
Restaurants (General)	Greater of 1 space per 4-person capacity or 1 space per 50 square feet in dining area.
Stables/ Kennels	1 space per employee + 1 stall per 5,000 square feet of site area.
Surplus Sales	See Schedule A.
Veterinary Services	1 space per 500 square feet.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Office Use Types</b>	
General Offices	1 space per 500 square feet.
<b>Miscellaneous Use Types</b>	
Broadcasting Tower	No requirement.
Non-Putrescible Landfill	No requirement.
All Landfills	No requirement.
<b>Industrial Use Types</b>	
Agricultural Industries	See Schedule A.
Light Industry	See Schedule A.
General Industry	See Schedule A.
Heavy Industry	See Schedule A.
Railroad Facilities	See Schedule A.
Resource Extraction	1 space per employee on largest shift.
Salvage Services	See Schedule A.
Warehousing	See Schedule A.
Construction Yards	See Schedule A.

<b>SCHEDULE A</b>	
<b>This schedule sets forth minimum off street parking requirements for uses with elements that have different functions and operating characteristics.</b>	
<b>Function of Element</b>	<b>Requirement</b>
Office or Administration	1 space per 400 square feet
Indoor Sales, Display or Service Area	1 space per 500 square feet
Outdoor Sales, Display or Service Area	1 space per 2,000 square feet
Equipment, Servicing, or Manufacturing	1 space per 1,000 square feet
Indoor or Outdoor Storage or Warehousing	1 space per 5,000 square feet

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### **9-4 Parking Facility Location**

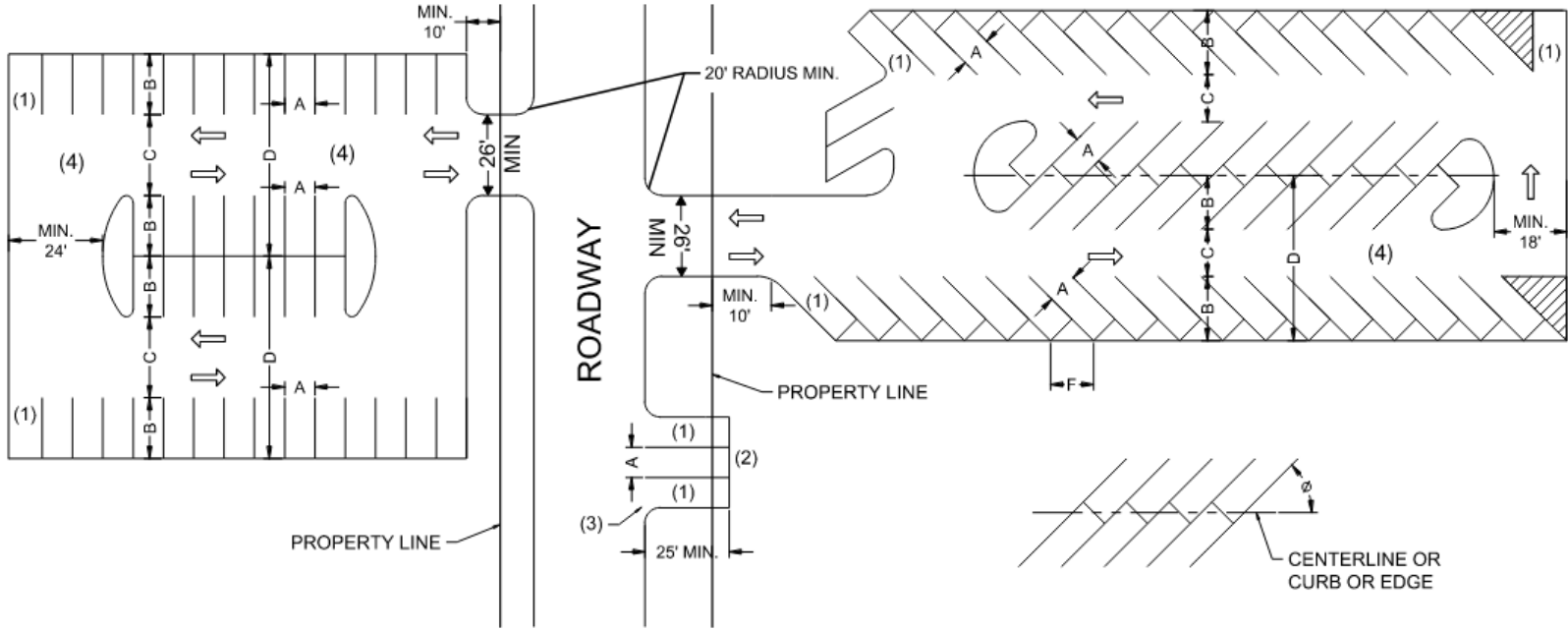
- a. Residential Parking
  1. Off-street parking for residential uses shall be located on the same lot or site as the use.
  2. Off-street parking areas for multi-family or group residential uses shall be at least ten (10) feet from any main building.
- b. Non-Residential Parking
  1. Off-street parking for non-residential uses shall be located on the same lot or site as the use or within 300 feet of that use if the parking site is zoned for such parking.

### **9-5 Off-Street Parking Design Standards**

Off-Street Parking in all zones must meet the following minimum requirements.

**CHAPTER 1, ARTICLE 9: OFF-STREET PARKING**

**FIGURE 9-5 (a): Off-Street Parking Standards**



ANGLE (°)	STALL WIDTH (A)	STALL DEPTH (B)	AISLE WIDTH (C)	TYPICAL MODULE (D)
45°	9.0'	18.0'	13.0'	52.0'
60°	9.0'	19.0'	17.0'	55.0'
90°	9.0'	18.0'	24.0'	60.0'

- (1) FOR PERPENDICULAR (90°) PARKING, STALL ADJACENT TO CLOSED END OF THE AISLE SHALL BE A MINIMUM OF 10 FEET WIDE
- (2) 6' SIDEWALK. PUBLIC SIDEWALK EASEMENT MAY BE REQUIRED.
- (3) NON-ARTERIAL ROADWAYS ONLY. SUBJECT TO CITY ENGINEER APPROVAL
- (4) MAIN ENTRY ACCESS AISLE TO BE 26 FOOT MINIMUM WIDTH

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

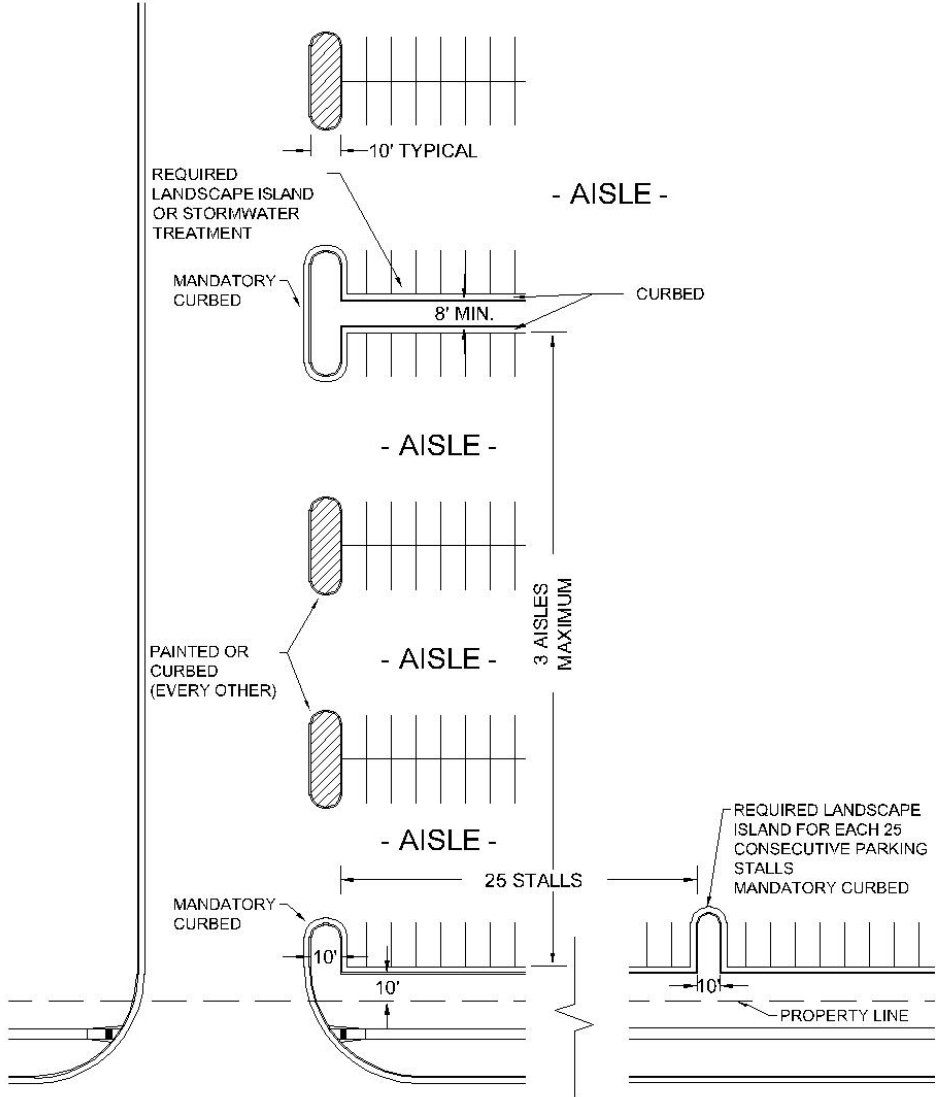
- a. Dimensions: Parking stalls and aisles shall be provided in accordance with the design standards provided in Figure 9-5(a) and Figure 9-5(b).
- b. Pavement and Drainage: Off-street parking facilities shall be designed and built to the stormwater management program requirements. Parking lots shall have an internal drainage system and not adversely sheet flow drain onto public right-of-way, roadways, and alleys. Public storm sewer or drainage ways adjacent to or nearby and available must be extended into the parking lot for this purpose.

Pavement shall be a minimum of 6-inch-thick concrete, equivalent depth asphaltic concrete with subgrade, or pervious concrete a minimum of 6-inch thickness with an aggregate base and underdrain system. Additional thickness may be required depending on the use and design vehicle.

- c. Landscape and Screening Requirements: Unless otherwise noted, each unenclosed parking facility of over 3,000 square feet shall comply with the following regulations during the life of the facility:
  1. Each unenclosed parking facility shall provide a minimum buffer of ten feet along any street property line; Ten-foot buffer is not required in the B-1, ML/C1 and MH Districts.
  2. Each parking facility that abuts a residential district shall provide a ten-foot landscaped buffer along its common property line with the residential district;
  3. Any parking facility which abuts property in a residential district shall provide a grade change, fence, terrace, or other site feature which blocks the sight line of headlights into a residential property, subject to the determination of the Building Official;
  4. Each parking facility over 4,500 square feet shall have internal landscape islands as shown in Figure 9-5(b). Internal landscape island area shall be equal or greater to the (10) percent of the total parking and aisle pavement area. Non-visitor or employee parking lots in MH districts shall be exempt.
  5. Internal landscape islands shall be planted with a combination of turf, trees, and understory landscaping such as shrubs, ornamental grasses, and flowering perennials. In islands with trees or adequate types and coverage of landscaping, rock cover may be allowed as an alternative to turf groundcover or understory landscaping. Internal parking lot islands shall not be paved.

CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

FIGURE 9-5 (b): Parking Lot Internal Island



## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

- d. Entrances and Exits
  1. Adequate access to each parking facility shall be provided by means of clearly defined and limited driveways or access points. Such driveways shall be designed to direct nonresidential traffic away from residential areas.
  2. Parking facilities other than driveways for single-family, duplex, two-family, or mobile home residential uses must permit vehicles to enter streets in a forward position.
  3. Minimum width of access driveways and main aisle shall be 26-feet with minimum radii of 20-feet on each side.
- e. Safety Features
  1. Parking facilities shall be designed to provide visibility of and between pedestrians and vehicles when circulating within or entering or leaving the facility; and shall not create blind, hidden, or hazardous areas.
  2. Circulation patterns shall be approved by the Building Official.
- f. Adjustment

For uses subject to Special Use Permit approval, the City Council, with the recommendation of the Planning Commission, may adjust the minimum requirements of this section, in order to provide design, usability, attractiveness, or protection to adjoining uses in a manner equal to or greater than the minimum requirements of this Article.

### **9-6 Off-Street Loading**

- a. Loading Requirement

Any use which involves the receipt or distribution of freight, merchandise, supplies, vehicles, or equipment as part of its typical operation shall provide and maintain adequate space for off-street loading and circulation. Loading dock areas shall be designed to avoid undue interference with the public use of streets and sidewalks.
- b. Design Standards
  1. Each loading dock space shall be at least 10 feet wide by 50 feet long, with a vertical clearance of at least 14 feet.
  2. Loading dock spaces and access to those spaces, must be entirely paved with concrete or asphalt.
  3. Off-street loading areas are subject to the landscaping and buffering requirements for parking facilities set forth in this Article.
  4. Loading docks which will catch water, by design, must provide a positive gravity flow drain or pumping system to the storm sewer system or stormwater treatment facility. The collection point in the loading dock must include a sand and oil separator.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### **9-7 Parking for Personal and Recreational Vehicles**

#### a. Applicability

This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include passenger cars, vans, pick-up trucks, camper trailers, recreational vehicles, trailers under forty feet in length, and boats.

#### b. Location of Parking

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
2. Parking is permitted outside of an enclosed structure subject to Article 9 of the Columbus Land Development Ordinance, the following conditions and in compliance with the City Code:
  - (a) The parking space is provided on a paved, hard-surfaced or crushed aggregate surfaced driveway or paved pad adjacent to the driveway, any portion of the access or driveway in public right-of-way must be concrete or asphalt paved;
  - (b) The vehicle is parked perpendicular to the front curb;
  - (c) The vehicle does not encroach on public right-of-way.

#### c. Special Provisions for Recreational Vehicles

Parking and storage of recreational vehicles, campers, trailers, and boats is subject to the following additional conditions:

1. The vehicle is maintained in a clean, well-kept state;
2. The vehicle may be used only by non-paying guests for a maximum of three consecutive days or fourteen days during any calendar year;
3. The vehicle may not be permanently connected to utility lines;
4. The vehicle may not be used for the storage of goods, materials, or equipment other than those items that pertain to the use of the vehicle.
5. The length of the vehicle shall not exceed twenty feet if the vehicle is parked or stored in a required front yard or street side yard. Longer vehicles may be parked or stored within rear yards or interior side yards behind the required front yard setback

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10 ARTICLE TEN: SIGN REGULATIONS**

#### **10-1 Purpose and Intent**

It is the purpose and intent of Article 10 to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards. The sign regulations in this Chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics, traffic and pedestrian safety. In order to preserve and promote the City of Columbus as a desirable community in which to live visit, work, and play and do business, a pleasing, visually attractive and safe environment is of foremost importance. Further, it continues to be the purpose of Article 10 to promote optimum conditions for serving sign owners' needs and respecting their rights to identification while balancing the aesthetic and safety interests of the community. The regulation of signs within the City of Columbus and its zoning jurisdiction is necessary and in the public interest, and these regulations have been prepared with the intent of enhancing the visual environment of the City and promoting its continued well-being, and are intended more specifically to:

- a. Provide for the registration of permanent sign installers, construction and design standards for permanent signs, and permit requirement for permanent signs and applicable temporary signs.
- b. Accommodate the rights of individuals to freedom of speech, promote equity among businesses and other typical sign users, and enable the fair and consistent enforcement of sign standards;
- c. Recognize the legitimate signage needs of businesses and other interests to communicate messages provide identification, and enable wayfinding throughout the City for tourists and residents;
- d. Ensure that signage contributes to the maintenance of an aesthetically pleasing visual environment by exercising reasonable regulations over type, size, number, appearance, and location;
- e. Protect property values by minimizing the possible adverse effects of signs on nearby public and private property;
- f. Promote public safety and general welfare by ensuring that signs are properly constructed and maintained to protect the general public from property damage and personal injury;
- g. Facilitate traffic flow and safety of pedestrians, bicyclists, and motorists through enforcement of sight lines and other appropriate sign placement regulations; and
- h. Preserve and promote retention of local businesses and further the economic development goals of the City.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-2 Applicability, Interpretation, Serviceability, and Non-Commercial Speech Substitution**

- a. **Applicability:** Each sign or part of a sign erected within the zoning jurisdiction of the City of Columbus must comply with the provisions of this chapter, other relevant provisions of the City of Columbus' Municipal Code, and applicable building codes. The regulations in this article are applicable to all signs in the City's jurisdiction, except as noted in Article 10-5. B, unless otherwise stated.
- b. **Interpretation:** The City shall interpret and apply the sign regulations of Article 10 of the Columbus Land Development Ordinances (CLDO).
- c. **Severability and Non-Commercial Speech Substitution:** Any provision of the sign standards that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral and treats expressive speech either the same as or less restrictive than commercial speech. Any provision of the sign standards that is found to be an unconstitutional limitation on freedom of speech by any court shall be severed from the sign standards in a manner that preserves the standards and protects freedom of speech.

### **10-3 Definition of Terms**

The following definitions shall be used for terms contained in this Article. Terms not defined in this section may be defined in other areas of City Code.

- a. **Sign:** Any device, fixture, placard or structure, including its component parts, which draws attention to an object, product, place, activity, opinion, person, institution, organization, or place of business, or which identifies or promotes the interests of any person and which may be viewed from the private property of another or from any public street, road, highway, right-of-way or parking area (collectively referred to as a "public area"). For the purposes of these regulations, the term "sign" shall include all structural members. The term "sign" for regulatory purposes shall not include the following objects: Grave yard and cemetery markers, vending machines, express mail and donation drop-off boxes, drive-thru menu boards, seasonal decorations visible, a building's architectural features visible, or a manufacturer's or seller's markings on machinery or equipment visible.
- b. Sign Related Terms:
  1. **Architectural Detail/Feature/Element:** Prominent or significant parts or elements of a building or structure including but not limited to; cornices, belt courses, lintels, sills, pediments, columns or pilasters, rustications, or base courses.
  2. **Auxiliary Design Elements:** Terms which describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.
  3. **Awning:** An architectural projection that provides weather protection, identity, or decoration and is partially or wholly supported by the building to which it is attached. An awning is typically comprised of a lightweight frame structure over which a covering is attached.
  4. **Background Panel:** An area distinctively painted, textured, or constructed as a background for the sign copy or a distinctive background area which is used to

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

differentiate such sign copy from where the sign is mounted, affixed, or painted in a different color, material, etc. from the structure it's attached.

5. **Balloon**: Any lighter than air, gas filled inflatable object attached by a tether to a fixed place or mounted on the ground or a building.
6. **Cabinet**: A sign structure comprised of a frame and a sign face or faces. Though a cabinet sign may include electrical components or support structure, the cabinet refers only to the frame housing the sign face.
7. **Canopy**: A permanent structure of rigid construction which a covering is attached that provides weather protection, identity, or decoration. A canopy is structurally independent.
8. **Clearance**: The distance between grade and the bottom edge of a sign.
9. **Commercial Building, Multiple Tenant**: A commercial building with two (2) or more separate tenants having individual entrances and shared parking.
10. **Commercial Center**: A group or cluster of retail shops, offices, or employment buildings which share common parking, landscaping, and/or frontage, and may have a property owners association and have a name which is generally understood by the public to refer to the group or cluster.
11. **Frontage**: The length of a property line of any one (1) premise abutting and parallel to a public street, private way, or court.
12. **Illumination**: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
  - a. **Direct Illumination**: An external source of illumination that is not part of or attached to a sign, which directly illuminates the sign.
  - b. **Indirect Illumination**: A source of illumination, not directly visible, which lights only the background upon which the sign or individual letter is mounted.
  - c. **Internal Illumination**: A light source entirely within a sign where the source of the illumination is not directly visible.
  - d. **Neon Illumination**: Any illumination effects using neon or any other inert gas under low pressure, which glows in a distinctive color when exposed to a high voltage electrical current.
13. **Individual Letters**: A cutout or etched letter or logo which is individually placed on a wall or freestanding sign.
14. **Logo**: A graphic symbol representing an activity, use, or business. Logos are registered trademarks or symbols commonly used by a business and may include lettering in addition to graphic designs.
15. **Master Sign Plan**: A set of sign design standards established for a multi-tenant building, non-residential complexes with multiple buildings, multi-family building complexes, hospitals, or large-scale mixed-use developments.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

16. Marquee: A permanent roofed structure attached to and supported by a building and typically extends over public right-of-way.
  17. Pan-Channel Letter: An individual three-dimensional letter constructed by means of a three-sided metal channel.
  18. Permitted Sign Budget: The permitted square feet of sign area allowed for signage on a premise.
  19. Premises: A tract of one (1) or more lots or sites which are contiguous and under common ownership or control.
  20. Raceway: A structure used for wall-mounted signage with individual letters or characters, located upon the exterior wall surface between the wall and the letters or sign characters. Raceways contain wiring, conduit, transformers, and other electrical components.
  21. Sign Copy: Any combination of letter or numbers which is intended to inform, direct, or otherwise transmit information.
  22. Sign Face: The area of a sign on which words and images are placed.
  23. Sign Structure: The structural supports, monument base, foundation, uprights, braces, guides, anchors, and framework of a sign.
  24. Vision Clearance Triangle: The vision clearance triangle is described in Figure 7-2. For all intersections and intersections of arterial streets.
- c. Sign types:
1. Abandoned sign: A sign, including sign face and supporting structure, which refers to a discontinued business, profession, commodity, service, or other activity or use formerly occupying the site; or which contains no sign copy on all sign faces for a continuous period of 6 months.
  2. Attached Sign: A sign which is structurally connected to a building or depends upon that building for support.
  3. Awning Sign: A sign painted, installed, attached, or otherwise applied to or located directly on an awning.
  4. Banner Sign: A temporary sign composed of cloth, canvas, plastic, fabric, or similar lightweight, non-rigid material that is attached to a structure, building, or fence with cord, rope, cable, or similar method. Detached banner signs are defined as Freestanding Yard Signs.
  5. Balloon Sign: A sign supported by a balloon.
  6. Billboard: See Outdoor Advertising Signs.
  7. Blade Sign: A portable, stand-alone sign comprised of light fabric that moves with the wind and is supported by a pole structure and a base.
  8. Blinking Sign: See Flashing Sign.
  9. Building Marker: See Integral Sign.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

10. Business Identification Sign: A sign which pertain to the business, service, and/or retail uses and may also include multi-tenant residential uses and other information relative to the conduct of the use located on the premises.
11. Commercial Center Identification Sign: A sign which identifies the name of a commercial center or commercial building with multiple tenants in single ownership or control, sharing parking and access.
12. Canopy Sign: A sign painted, installed, attached, or otherwise applied to or located directly on a canopy.
13. Changing Message Sign: A sign designed to permit change of copy manually.
14. Detached Sign: A sign which is self-supporting and structurally independent from any building.
15. Directory Sign: A sign showing the locations of tenants in a multi-tenant commercial, office, or employment complex, or tenants in a multi-family residential project.
16. Double-Faced Sign: A sign consisting of no more than two (2) parallel or near parallel faces supported by a single structure. The angle created by the two (2) faces of a double-faced sign shall not exceed fifteen (15) degrees.
17. Drive-Through Lane Sign: A sign oriented to occupants of vehicles utilizing a drive-through lane at an establishment that offers transactions through a window, with or without ordering capability.
18. Electronic Information Signs: On-Premise signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics. Information may include news, events, or information about businesses or attractions.
19. Electronic Changeable Message Sign (ECMS): An Outdoor Advertising Sign that changes the message, advertisement, or copy on the sign face by electronic or mechanical device or process, either automated or remote, regardless of the process used.
20. Flag Sign: Signs which are emblazoned on a flag, with non-commercial emblems or insignias and are intended to be displayed in a free-flowing manner.
21. Flashing Sign: Any illuminated sign, on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign.
22. Freestanding Yard Sign: Any temporary detached sign placed on the ground or attached to a supporting structure, posts, or poles, that is not attached to any building and not placed on sidewalks, driveways, or parking lots.
23. Ground Sign: A detached on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance no greater than three (3) feet.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

24. Handheld Sign: A sign carried by persons, which may include persons dressed in costume, for the purpose of advertising a business, service, product, event, or activity.
25. Historic Marker: A marker commemorating a recognized historic person or event, or identifying a historic place, structure, or object.
26. Inflatable Sign: A sign that is an air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or a structure, and equipped with a portable blower motor that provides a constant flow of air into the device. Inflatable signs are restrained, attached, or held in place by a cord, rope, cable, or similar method. May also be referred to as Air-Activated Sign.
27. Integral Sign: A sign which includes the name of a building, date of erection, monumental citation, commemorative tablet, or other similar sign when carved into stone, concrete, or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.
28. Marquee Sign: A sign painted, installed, attached or otherwise applied to or located directly on a Marquee.
29. Monument Sign: An on-premise freestanding sign with the appearance of a solid base.
30. Moving Sign: A sign designed or made to move freely in the wind or designed or made to move by an electrical or mechanical device.
31. Mural-Advertising: See Painted Wall Sign.
32. Nonconforming Sign: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
33. Numeric Display Signs: On premise signs which display numeric information only. Typical examples include time and temperature displays and fuel price displays. The numeric information may be changed electronically or manually.
34. Obsolete Sign: Sign that advertises an activity, business, product or service no longer conducted on the premises on which the sign is located.
35. Off-Premise Sign: A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.
36. On-Premise Sign: A sign that advertises or otherwise directs attention to a business, person, organization, activity, event, place, service, or product that occurs on the same parcel where the sign is located.
37. Outdoor Advertising Signs: A panel for the display of information relating to a business, product, event, or other subject of advertising or publicity. Outdoor advertising signs may advertise on premise or off-premise businesses or products, also referred to as a Billboard.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

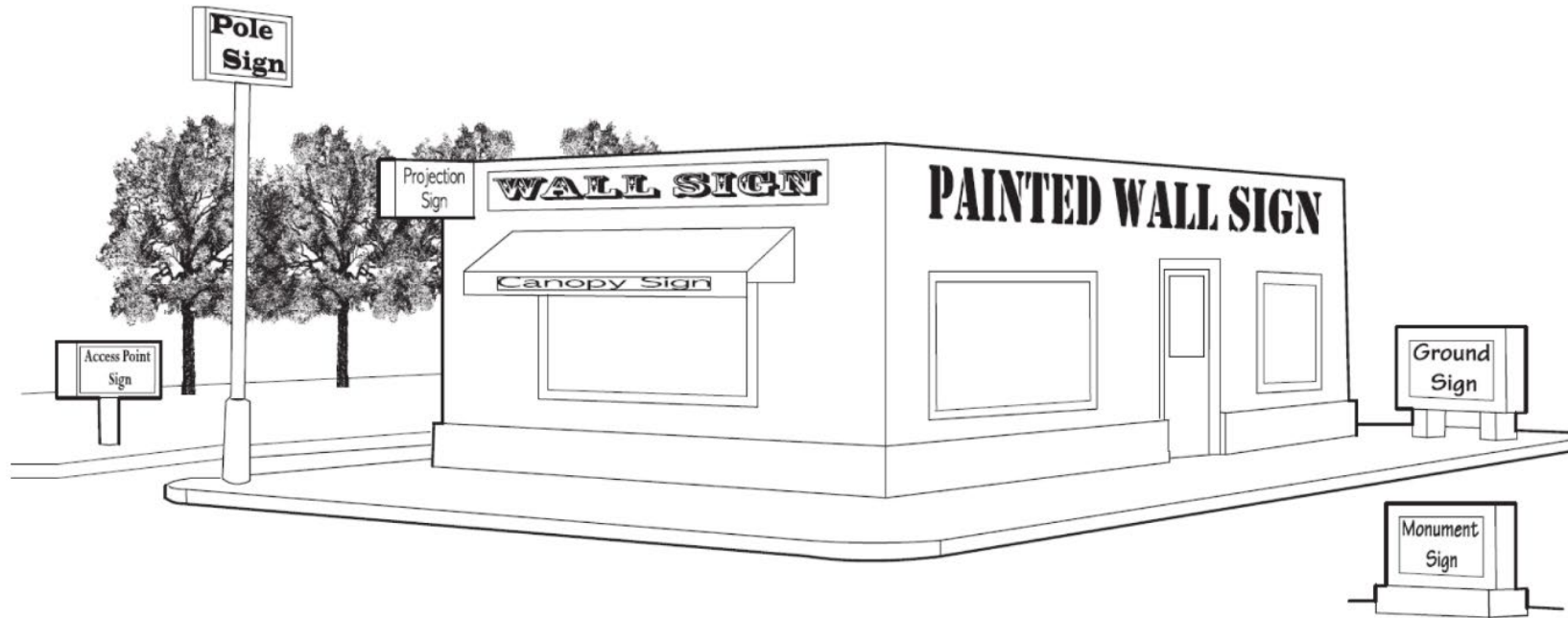
38. Painted Wall Sign: A sign painted directly onto the exterior wall of a building containing a logo, business name, or advertisement. May also be referred to as a Mural-Advertising.
39. Permanent Sign. A sign constructed of durable materials, attached to the ground or a building in a manner provided by the building code.
40. Pole Sign: An on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance greater than three (3) feet.
41. Portable Sign: A sign not permanently attached to, mounted upon, or affixed to a building, structure, or the ground, and which is easily moved. Examples include A-Frame Signs, T-Frame Signs, and signs on wheels. Portable Sign does not include a Temporary Sign carried by a person or animal.
42. Portable Message Center Sign: A sign not permanently affixed to the ground, building, or other structure, which may be moved from place to place, including, but not limited to, signs designed to be transported by means of wheels. Such signs may include changeable copy.
43. Projecting Sign: A sign other than a wall sign that is attached to and projects from a building face.
44. Public Sign: A sign of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his/her public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, and other similar signs, including signs designating hospitals, libraries, schools, and other institutions or places of public interest or concern. This includes all signs erected by the City for government purposes.
45. Roof Sign: Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.
  - (a) Integral Roof Sign: A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
  - (b) Above-Peak Roof Sign: A roof sign positioned above the peak of a roof or above a parapet or cornice.
46. Rotating Sign: A sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.
47. Sidewalk Sign: A portable, stand-alone sign comprised of panel(s) or face(s) that act as a frame or stand on a base. May also be referred to as Sandwich Board Sign, A-Frame Sign, or T-Frame sign.
48. Snipe Sign: A sign made of any material when such sign is tacked, taped, nailed, posted, pasted, glued, or otherwise attached to or placed on public property or in the public right-of-way such as, but not limited to, a utility pole, street sign, utility box, fire hydrant, tree, street furniture, or items located on public property; except for A-frame and T-frame signs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

49. Street Pole Banner Sign: A display containing changeable copy which is mounted from brackets perpendicular to a street light pole or other freestanding armature structure.
50. Temporary Signs: Any sign constructed of cloth, canvas, fabric, plywood, or other light materials and intended for display for a short period of time.
51. Traffic Control Device Sign: Any Government Sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those Government Signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).
52. Unlawful Vehicle Sign: A sign which covers more than twenty (20) square feet of the vehicle and/or equipment which identifies a business, products, or services, and which is attached to, mounted, pasted, painted, or drawn on a motorized vehicle or piece of equipment, and is parked and visible from the public right-of-way; unless said vehicle or piece of equipment is used for transporting people or materials in the normal day-to-day operation of the business.
53. Wall Sign: A sign permanently fastened to a wall or parapet of a building or structure in such a manner that the wall or vertical surface of the structure is the supporting structure. For a sign that is painted on a wall, see Painted Wall Sign.
54. Window Sign: A sign applied or attached to a window or visible through a window from the public right-of-way. Window Signs do not include merchandise in a window display.

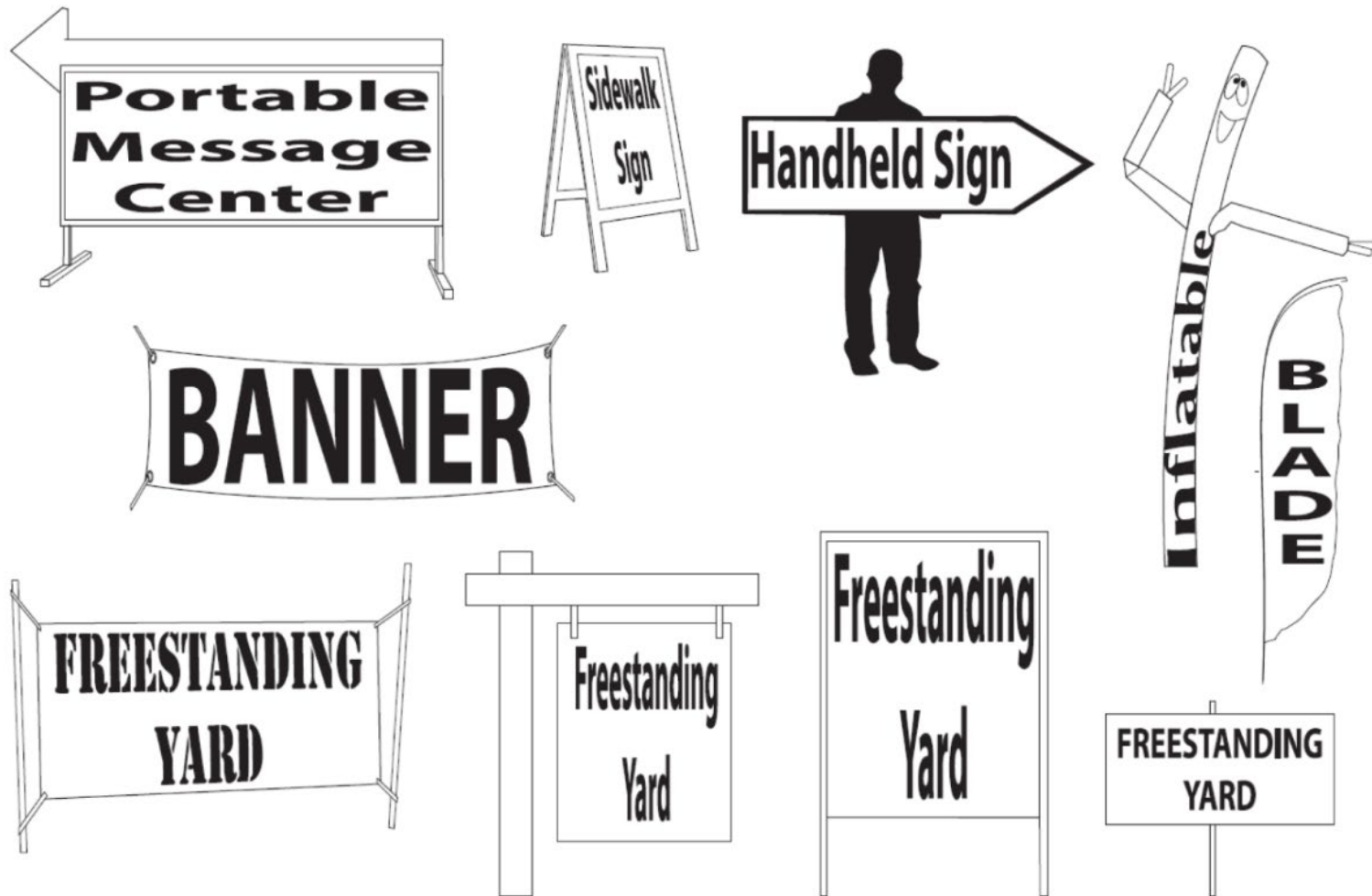
## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

**Figure 10-3 (a): Permanent Signs Example**



CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

Figure 10-3 (b): Temporary Signs Example



## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-4 General Sign Regulations**

Construction, Permits, Clearances and Projections, Inspections, Maintenance, Fees, Violations, and Enforcement. All signs shall be erected, reinstalled, altered, repaired, relocated, permitted, and inspected in compliance with this Article.

- a. Permanent Sign; Registration of Installers: No person, firm, or corporation shall engage in the business of installing, altering, repairing, or removing any sign within the corporate limits of the City, unless he/she is registered as Contractor with the City.
- b. Revocation of Registration; Sign Installers:
  1. The City Council, by a majority vote, shall have the power to revoke the registration of any sign installer pursuant to this article, upon recommendation of the Building Official, if such registration was fraudulent, or if the sign installer is shown to be grossly incompetent or has twice, within a 12-month period, been found in violation of any provisions of this article. This penalty shall be cumulative and in addition to any and all penalties prescribed for the violation of the provisions of this article.
  2. Before registration can be revoked, notice shall be issued in writing enumerating the charges against him/her, and he/she shall be entitled to a hearing before the City Council, by appealing in writing no later than five (5) business days from the date of receipt of the notice. The registrant shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All such testimony before the City Council shall be given under oath. The City Council shall have the power to administer oath, issue subpoenas, and compel the attendance of witnesses in such cases.
- c. Certificate of Insurance  
Every person applying for registration as a Registered Sign Installer shall present evidence to the Building Official that he/she has an insurance policy providing:
  1. Worker's compensation insurance.
  2. Minimum public liability and property damage insurance for the general public in the amounts of: one million dollars (\$1,000,000.00) for each person, one million dollars (\$1,000,000.00) each accident, and one hundred thousand dollars (\$100,000.00) property damage, executed by an insurance company authorized to do business in the State of Nebraska and acceptable to the City.
  3. The City of Columbus shall be named a Certificate Holder, on the above liability and property damage insurance.
  4. A thirty (3) day written notice shall be given to the Building Official in the event of expiration or of proposed cancellation of the insurance policy.
- d. Permit Procedures
  1. Applicability. A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all applicable signs and/or sign parts within corporate limits of the City or the extra-territorial jurisdiction conforming to this title. A change of sign copy within an unaltered cabinet or on an unaltered outdoor advertising sign is exempt from requiring a permit.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Plans Submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign, the reuse of existing elements, and its installation by a Nebraska registered professional engineer or architect with specialization in structures.
  3. Incomplete Applications. In the event insufficient information is received to issue a permit, the Community Development Department will request the balance of required information. If no response is received within thirty (30) calendar days of the request, said application will become null and void and information will no longer be kept on file. Any fees paid will be forfeited by applicant.
  4. Expiration. If the work authorized by a permit issued under the provisions of the Community Development Department has not been completed within six (6) months after the date of issuance, the permit shall become null and void.
  5. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this Code section, may appeal such decision to the Board of Adjustment.
  6. Application Fees. Fees as prescribed in this article are set forth in the City of Columbus Comprehensive Fee Schedule.
    - (a) Where work, for which a permit is required, for this article, is started prior to obtaining the prescribed permit, the fee specified in the City of Columbus Comprehensive Fee Schedule shall be doubled. The payment of such double fees shall not relieve any person from fully complying with the requirements of this article in the execution of the work or from any other penalties prescribed herein.
    - (b) A separate electrical permit is required for the hook-up of an electric sign. Fees are set forth in the City of Columbus Comprehensive Fee Schedule.
- e. Design Standards
1. Design; General Requirements. Signs shall be designed and constructed to comply with the provisions of the City of Columbus code for use of materials, loads, and stresses.
  2. Design; Drawings and Specifications. Where a permit is required, as provided in the adopted edition of the International Building Code, construction documents shall be required. These documents shall show the location, dimensions, materials, and required details of construction, including loads, stresses, and anchors
- Design; Clearances and Projections. All signs must maintain the following clearances and projections as well as any clearances and projections outlined in this Article.
- (a) Clearances: The lowest point of a sign must maintain the following minimum vertical clearances, unless otherwise stated in this Article:
    - (1) Seven (7) feet, six (6) inches over sidewalks;
    - (2) Fifteen (15) feet over parking lots;
    - (3) Eighteen (18) feet over driveways.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

(b) Projections: The projection regulation below shall stand, unless otherwise stated in this Article

(1) No sign or sign structure shall project into any street right-of-way.

(2) No sign or sign structure shall project into any public alley right-of-way.

3. Design; Wind Load. Signs and sign structures shall be designed and constructed to resist wind forces as specified in the City adopted edition of the International Building Code.
4. Design; Seismic Loads. Signs and sign structures shall be designed and constructed to resist seismic forces as specified in the City adopted edition of the International Building Code.
5. Design; Working Stresses. In outdoor signs, the allowable working stresses shall conform to the requirements in the City adopted edition of the International Building Code. The working stresses of wire rope and its fastenings shall not exceed twenty-five percent (25%) of the ultimate strength of the rope or fasteners.

Exceptions:

(a) The working strength of chains, cables, guys, or steel rods shall not exceed one-fifth ( $\frac{1}{5}$ ) of the ultimate strength of such chains, cables, guys, or steel.

6. Design; Footing Design and Loading. The footing design and/or loading of signs shall be certified by an architect or engineer registered in the State of Nebraska with specialization in structures.
7. Design; Identification. Every sign and awning erected in the City shall be plainly marked with the name of the person/company erecting such sign or awning, including the permit number under which it was erected. Every electric sign and awning shall have plainly marked thereon the voltage, amperage, rating, and the name of the person/company manufacturing such sign or awning. It shall be unlawful for any person to remove from any sign or awning the identification tag. However, whenever a sign or awning company assumes the maintenance of a sign or awning erected by another, he/she shall place his/her identification thereon. The identification tag shall be maintained so it is legible at all times.

### f. Construction Standards

1. Construction; General. A sign shall not be erected in a manner that would confuse or obstruct the view of or interfere with building exit signs, required by the International Building Code, or with official traffic signs, signals, or devices.

Signs shall not be erected, constructed, or maintained so as to obstruct any fire escape or any window, door, or other opening used as a means of egress, or so as to prevent free passage from one part of a roof to other part thereof. A sign shall not be attached in any way, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

The supports for all signs or sign structures shall be placed in or upon private property and shall be securely built, constructed and erected in conformance with the requirements of this Code.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Construction; Materials. Materials of construction for signs and sign structures shall be of the quality and grade as specified for buildings in the City adopted edition of the International Building Code.

(a) Awnings and Canopies: Shall comply with the requirements of the City adopted International Building Code.

3. Construction; Anchorage. Members supporting unbraced signs shall be so proportioned that the bearing loads imposed on the soil in either direction, horizontal or vertical, shall not exceed the safe values. Braced ground signs shall be anchored to resist the specified wind or seismic load acting in any direction. Anchors and supports shall be designed for safe bearing loads on the soil and for an effective resistance to pullout amounting to a force twenty-five percent (25%) greater than the required resistance to overturning. Anchors and supports shall penetrate to a depth below ground greater than that of the frost line.

Signs attached to masonry, concrete or steel shall be safely and securely fastened thereto by means of metal anchors, bolts, or approved expansion screws of sufficient size and anchorage to safely support the loads applied.

No wooden blocks, plugs, or anchors used in connection with screws or nails shall be considered proper anchorage, except in the case of signs attached to wood framing.

No anchor or support of any sign shall be connected to, or supported by, an unbraced parapet wall, unless such wall is designed in accordance with the requirements of parapet walls, specified for seismic zones as defined in the City adopted edition of the International Building Code.

4. Construction; Display Surfaces. Display surfaces in all types of signs may be made of metal, glass, approved plastics, or wood where permitted elsewhere by this article. Glass thickness and area limitations shall be as set forth in Table 10-1.

Sections of approved plastics on wall signs shall not exceed two hundred twenty-five (225) square feet in area.

Exceptions:

(a) Section of approved plastics on signs other than wall signs may be of unlimited area if approved by the Building Official.

(b) Section of approved plastics on wall signs shall be separated three (3) feet laterally and six (6) feet vertically by the required exterior wall construction.

(1) Sections of approved plastics on signs other than wall signs may be contiguous if approved by the Building Official.

5. Construction; Approved Plastics. Notwithstanding any other provisions of this Code, plastics that burn at a rate not faster than two and a half (2 ½) inches per minute when tested in accordance with ASTM D635 shall be approved for use as the display surface material and for the letters, decorations, and facings on signs and outdoor display structures. Signs erected within five (5) feet of an exterior wall in which there are openings shall be constructed of noncombustible material.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

- 6. Construction; Electrical. Clearance from overhead power lines. When installed, signs shall maintain clearance from overhead power lines as follows:
  - (a) Less than seventy hundred fifty (750) volts: Seven (7) feet horizontally and vertically
  - (b) Over seven hundred fifty (750) volts: Ten (10) feet horizontally and vertically

The term "overhead conductors" as used in this article means any electrical conductor, bare or insulated, installed above the ground, except such conductors as are enclosed in iron pipe or other material covering of equal strength.
- 7. Construction; Illumination. A sign shall not be illuminated by means other than electrical and electrical devices and wiring shall be installed in accordance with the requirements of NFPA 70. An open spark or flame shall not be used for display purposes unless specifically approved.
 

Signs that require electrical service shall comply with NFPA 70. Every electric sign installed in the City shall bear the label of an approved testing agency and shall meet the applicable articles of the National Electric Code as adopted by the City.
- 8. Construction; Inspection. All ground, monument, and pole signs must have a footing inspection approved prior to the placement of the footing and foundation materials. The City requires property lines to be clearly marked at the time of footing inspection, by identified corner pins with string line or survey markers. All signs must have a footing inspection approved by the Community Development Department. It shall be the responsibility of the permit holder to call for these required inspections.

**Table 10-1: Maximum Size of Exposed Glass Panel**

<b>Any Dimension (in)</b>	<b>Area (in<sup>2</sup>)</b>	<b>Minimum Thickness of Glass (in)</b>	<b>Type of Glass</b>
30	500	1/8	Plain, plate, or wired
45	700	3/16	Plain, plate, or wired
144	3600	1/4	Plain, plate, or wired
Over 144	Over 3600	1/4	Wired

- g. Maintenance and Alterations
  - 1. Maintenance. Sign and sign support structures, together with their braces, guys, supports and anchor, shall be kept in repair and in proper state of preservation. The display surfaces of signs shall be kept neatly painted or posted at all times. Any sign or component thereof which is found to be defective must be repaired or replaced in accordance with the current requirements of this Code.
 

The changing of moveable parts of an approved sign that is designed for such changes, or repainting of display matter shall not be deemed an alteration.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Alterations. No such sign may be enlarged, modified, or altered in any way; however, reasonable repairs may be permitted. Alterations also include the removal and replacement of the sign housing, cabinet, or decorative elements. Any alteration shall require a permit. A change of sign copy within an unaltered cabinet or on an unaltered outdoor advertising sign is not considered an alteration.

### h. Nonconformance

1. Nonconformance of Signs. Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this title or at the effective date of this Article, such sign shall be deemed a lawful nonconforming sign as it remains, subject to the following provisions:
  - (a) No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
  - (b) Should such a sign be destroyed by any means to an extent of sixty (60) percent or more of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Article.

### j. Violations and Enforcement

2. Violation a Public Nuisance. If any person erects, alters, relocates, or maintains a sign in violation of the provisions of the sign standards, it is declared a public nuisance, and the City Attorney is authorized to bring an action in a court of competent jurisdiction to enjoin such person from continuing the violation.
3. Violation Declared a Civil Infraction. It shall be a civil infraction for any person to violate any of the provisions of the sign standards.
4. Discontinuance of Signs. If a sign or sign structure is in disrepair to a point of over fifty percent (50%) of the sign's total replacement value, the City Manager or designee may order the structure removed, at the owner's expense.
5. Removal of Abandoned, Prohibited, and Illegal Signs by the Building Official. The Building Official shall enforce the sign standards in accordance with one or more of the following procedures:
  - (a) Administrative Enforcement.
    - (1) For any abandoned, discontinued, prohibited, or illegal sign, the Building Official or designee may send notice, via certified mail, to the record owner or occupier of the property to abate the nuisance within a reasonable time.
    - (2) The Building Official shall specify in the notice the nature of the complaint and penalties and abatement remedies for the violation. Abatement remedies shall consist of one or both of the following remedies:
      - a. Removal of the sign; or
      - b. Obtaining the required permits and bringing the sign into compliance with the sign standards.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

(b) Summary Abatement: The Building Official or designee may immediately remove any dangerous sign or sign that creates an imminent threat to public safety. The Building Official may immediately remove any prohibited sign or illegal sign that is located within the public right-of-way. Illegal signs located within the public right-of-way are hereby determined to create an imminent threat to public safety.

(c) Civil Citation: The Building Official or designee may issue or cause to be issued a civil citation or civil complaint to any person violating the provisions of the sign standards.

(1) Location.

- a. Right-of-Way. Signs are prohibited in any public right-of-way or public property, including streets, sidewalks, parks, and public facilities unless otherwise stated in this Article or approved by the City of Columbus.
- b. Ingress/Egress Clearance. No sign shall interfere with any driveway or access way or any means of ingress or egress to any building.
- c. Vision Clearance Triangle. Signs shall not be located within the vision clearance triangle as defined: No sign shall be built to a height of more than 30 inches above the established curb grade on the part of the lot within a vision clearance triangle where the street curb or edge of pavement radius is less than or equal to 20 feet. The vision clearance triangle shall be the greater clear zone area of 1) a triangle measured from the property line to a point 13 feet in each direction from the intersection along the property line or 2) a triangle measured from the extensions of the back of curb to a point 40 feet in each direction from the intersection. Where the street curb or edge of pavement is greater than 20 feet, the vision clearance triangle shall extend 10 feet from the end of the radius point along the curb or pavement edge. No sign shall be placed in such area which will materially obstruct the view of drivers approaching the street intersection at the discretion of the Building Official. See Figure 7-2(a) for a depiction of Vision Clearance measurement.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-5 Prohibited and Exempt Signs**

- a. *Prohibited Signs.* The following signs are prohibited in all zoning districts:
  1. Abandoned or Obsolete Signs, if present for a continuous period of six (6) months.
  2. Balloon Signs.
  3. Blinking Signs.
  4. Flashing Signs.
  5. Moving Signs.
  6. Off-Premise Signs on Public Property, unless approved by the City.
  7. Off-Premise Permanent Signs on Private Property. Other than Outdoor Advertising Signs, see Section 10-14 Outdoor Advertising Signs; Regulations for New Installations.
  8. Roof Signs.
  9. Signs with exposed raceways or pan-channels.
  10. Snipe or Bandit Signs.
- b. *Exempt Signs.* The following signs are exempt from regulation of Article 10. Not exempt signs shall be erected within the vision clearance triangle and must meet all other applicable building codes.
  1. City of Columbus Special Event Sign. A sign advertising a public event, providing that specific approval for the event, and associated signage, is granted by the City of Columbus.
  2. Historic Markers.
  3. Integral Signs.
  4. Public Signs.
  5. Seasonal Decorations. Signs pertaining to recognized national holidays and national observances.
  6. Signs, which are not visible from a public right-of-way, private way, court, or from a property, other than that on which the sign is installed.
  7. Signs located entirely inside the premises of a building or enclosed space, other than Window Signs.
  8. Signs on a vehicle, other than an Unlawful Vehicle Sign.
  9. Signs protected by Federal/State law.
  10. Traffic Control Device Signs.
  11. Works of graphic art painted or applied to building walls which contain no logos, advertising, or business identification messages.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-6 Method of Measurement for Regulations**

*Permitted Sign Budget.* The permitted sign budget is the square footage of the area allowed for permanent signage on the premises. The permitted sign budget is a function of the property's frontage on a street or private way. To calculate the permitted sign budget of a property, follow the instructions below:

1. Identify the zoning of the premises.
2. Measure the total street frontage as the length of a premise fronting a public or private street (excluding alleys). See Figure 10-6(a). For multiple frontage properties, the total street frontage shall be calculated as the longest street frontage, plus one-half the length of all additional street frontages.
3. Determine the Calculated Permitted Sign Budget by multiplying the total street frontage length by the zoning district multiplier found in Table 10-2.
4. Find the permitted sign budget by using the lesser of the Calculated Permitted Sign Budget or Maximum Permitted Sign Budget shown in Table 10-2. Compare the Calculated Permitted Sign Budget in step 3 to the Maximum Permitted Sign Budget for the premise's zoning district:
  - (a) If the Calculated Permitted Sign Budget, in step 3, is over the Maximum Permitted Sign Budget shown in Table 10-2 than the permitted sign budget is limited to the Maximum Permitted Sign Budget.
  - (b) If the Calculated Permitted Sign Budget, in step 3, is under the Maximum Permitted Sign Budget shown in Table 10-2 than the permitted sign budget is greater of the Calculated Permitted Sign Budget or the allowable minimum.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

**Table 10–2: Permitted Permanent Sign Budget by District**

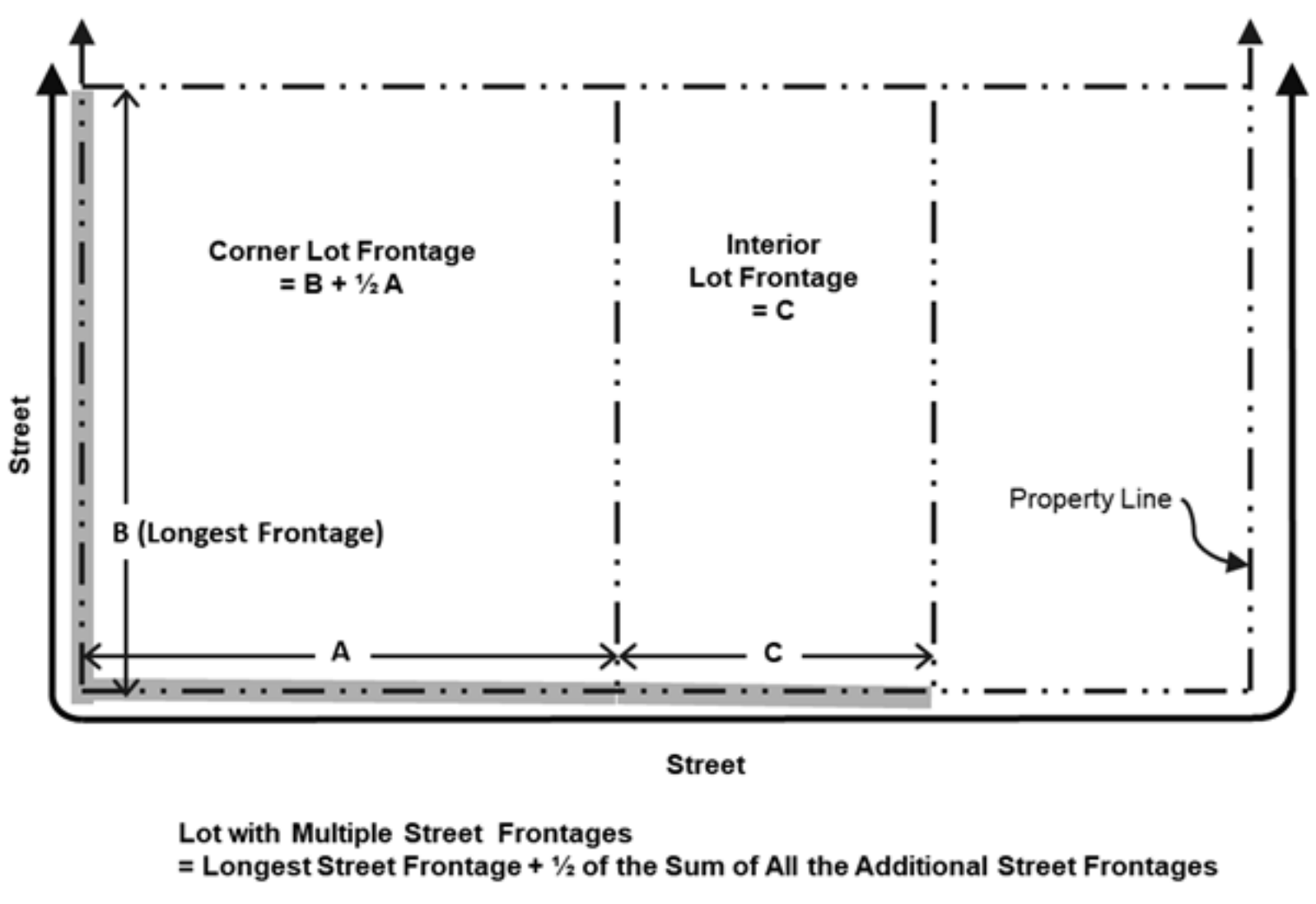
	Zoning Districts								
	AG	RR	R1, R2	R3, NTR	O, LC	UC	Downtown Business District	B1, B2	ML/C-1, MH
<b>Multiplier for Calculated Permitted Sign Budget</b>	0.5	1	1	1	0.5	0.75	1.5	1.5	2
<b>Allowable Minimum Permitted Sign Budget (sq. ft.)</b>	4 RU, 100 NRU	4 RU, 25 NRU	4 RU, 25 NRU	150	200	400	250	400	400
<b>Maximum Permitted Sign Budget (sq. ft.)</b>	4 RU, 100 NRU	4 RU, 25 NRU	4 RU, 25 NRU	150 RU, 300 NRU	400	800	500	800	800

RU: Residential Uses includes all residential uses plus permitted home based businesses and excludes multi-family and non-traditional residential use types.

NRU: Non-Residential Uses includes all non-residential uses plus multi-family and non-traditional residential use types.

CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

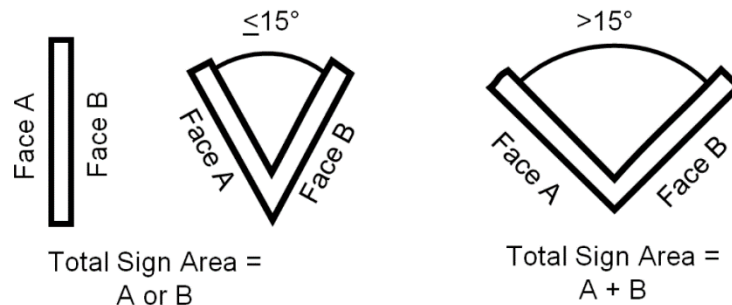
Figure 10-6 (a): Lot Frontage Determination



## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- a. *Sign Area.* Sign area is measured or calculated as follows:
1. *Wall Sign with Background Panel.* The background panel area shall be calculated by measuring the area contained within the sum of the smallest rectangles, squares, triangles, parallelograms, circles, or ellipses that comprises the background panel.
  2. *Wall Sign without Background Panel.* The area of a sign consisting of copy mounted as individual letters or graphics against a wall, fascia, or parapet of a building surface or another surface, which has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy. This area shall be measured as the sum of the smallest rectangles, squares, triangles, parallelograms, circles, or ellipses that will enclose each letter, word, graphic, or discrete visual element in the total sign.
  3. *Sign with Illuminated Background.* The area of a sign with copy mounted, affixed, or painted on an illuminated surface, illuminated element, or a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy.
  4. *Signs with Two (2) or More Faces.* Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that only one (1) face of a double-faced sign shall be considered in determining the sign area when both faces are parallel and the farthest distance between faces does not exceed four (4) feet, or when the interior angle of the sign faces does not exceed fifteen (15) degrees if the boards are in a "V". See Figure 10-6(b), below, for a graphic representation.

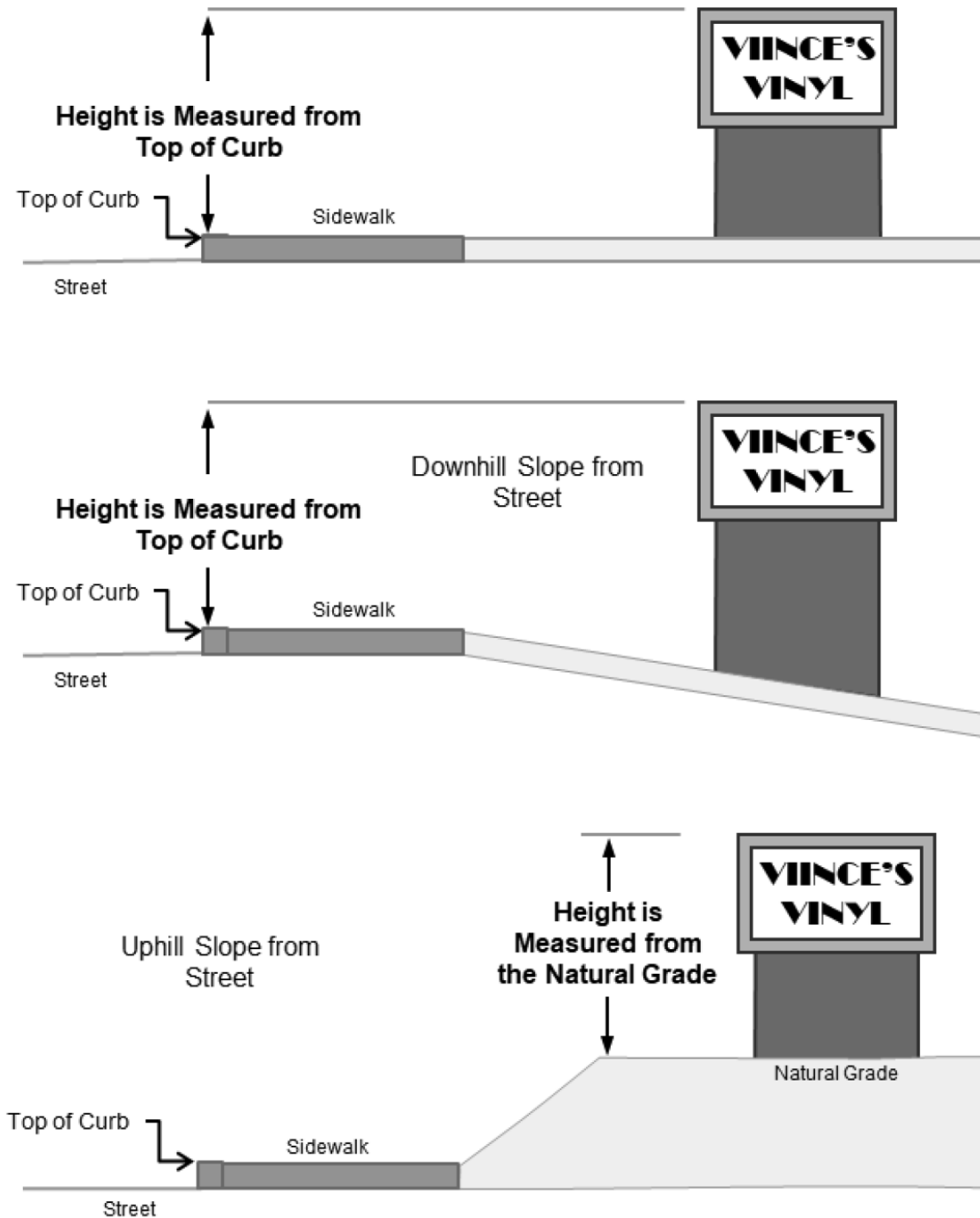
**Figure 10-6 (b): Formulas for Determining Sign Area for Signs with Two or More Faces**



- b. *Measurement of Sign Height.* The height of a detached sign shall be measured as the vertical distance from the average finished grade of the ground below the sign, excluding any filling, berming, mounding, or excavating for the purposes of increasing the height of the sign, to the top edge of the highest portion of the sign. The maximum height allowed for a detached sign is shown in Table 10-5. For the purposes of this section, average finished grade shall be considered the lower of: (a) the lowest elevation where the base of the sign meets ground level; or (b) the top of the curb of the nearest public street adjoining the property upon which the sign is erected; or (c) the grade of the land at the principal entrance to the lot on which the sign is located. See Figure 10-6(c) for Measurement of Sign Height graphic.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

**Figure 10-6 (c): Measurement of Sign Height**



- c. *Setback.* The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

**10-7 Permitted Permanent Sign Type by Zoning District**

**Table 10 - 3: Permitted Permanent Signs by Type and Zoning District**

	AG	RR	R1, R2	R3, NTR	O	LC	UC	Downtown Business District	B1	B2, outside of DBD	ML/C-1, outside of DBD	MH
<b>Detached Signs</b>												
Ground	NRU	NRU	N	P	P	P	P	P	P	P	P	P
Monument	NRU	NRU	N	P	P	P	P	P	P	P	P	P
Pole	NRU	N	N	N	N	N	N	N	N	P	P	P
Billboard	N	N	N	N	N	N	N	P(A)	P(A)	P(A)	P(A)	P(A)
<b>Attached Signs</b>												
Awning	N	N	N	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	P	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	P	P	P	P	P	P	P	P
Painted Wall	N	N	N	N	N	N	N	P	P	N	N	N
Projecting	N	N	N	N	N	N	P	P	P	P	P	P
Wall	NRU	NRU	NRU	P	P	P	P	P	P	P	P	P
<b>Other Regulated Signs</b>												
Access Point	P	N	N	P	P	P	P	P	P	P	P	P
Commercial Center Identification	P	N	N	N	P	P	P	P	P	P	P	P
Electronic Information*	N	N/SP*	N/SP*	NRU	P	P	P	P	P	P	P	P
Numeric Display	N	N	N	NRU	P	P	P	P	P	P	P	P

N = Not Permitted

P = Permitted

NRU = Permitted for Non-Residential Uses includes all non-residential uses plus multi-family and non-traditional residential use types

P(A) = Permitted along expressways

SP = Special Use Permit; can only be obtained by education and religious uses

\* Electronic Information Sign requires issuance of a Special Use Permit pursuant of Section 12-3

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-8 Illumination/Lighting Sign Elements

Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway, and in accordance with the Outdoor Lighting provisions. No sign illumination shall impair vehicular or pedestrian circulation on the same premise or adjoining properties. Permitted illumination/lighting elements for signs is outlined in Table 10-4 below.

**Table 10 - 4: Permitted Permanent Signs by Type and Zoning District**

	Illumination Type											
	AG	RR	R1, R2	R3, NTR	O	LC	UC	Downtown Business District	B1	B2, outside of DBD	ML/C-1, outside of DBD	MH
Indirect	P	N	NRU	NRU	P	P	P	P	P	P	P	P
Direct	P	N	NRU	NRU	P	P	P	P	P	P	P	P
Internal	P	NRU	N	NRU	P	P	P	P	P	P	P	P
Neon	N	N	N	NRU	N	N	P	P	P	P	P	P
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare Blub	N	N	N	N	N	N	N	P	P	N	N	N

N: Not Permitted

NRU: Permitted for Non-Residential Uses includes all non-residential uses plus multi-family and mobile home park development use types.

(A/L): Permitted along arterial and local collector streets.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-9 Sign Type Supplemental Regulations: Permanent Signs

a) *Detached Signs.* Ground, Monument, and Pole signs. Table 10-5 below regulates detached signs.

**Table 10-5: Permitted Site Development Standards for Detached Signs by Zoning Districts**

Regulation Item <i>(All Detached Signs, Except Where Noted)</i>	Zoning Districts								
	AG	RR, R-1, R-2	R-3, NTR	O	LC, UC	DBD	B-1	B-2	MLC-1, MH
<b># Permitted Per Premise</b>	1	1	1 per Street Frontage, Maximum of 2	1	1 per Street Frontage, Maximum of 2	1	1 per Street Frontage, Maximum of 2	1 per Street Frontage, Maximum of 2	1 per Street Frontage, Maximum of 2
<b>Separation of Signage Per Linear Foot of Premise Street Frontage</b>	NA	NA	1 per 150	NA	1 per 300	NA	1 per 200	1 per 300	1 per 300
<b>Maximum Sign Area per Sign (sq. ft.)</b>	32	32	32	100	150	100	150	200	200
<b>Maximum Height (ft.) Above Natural Grade</b>									
<b>Ground</b>	15	6	6	15	15	15	15	15	15
<b>Monument</b>	15	6	6	15	25	15	25	25	25
<b>Pole</b>	N	N	N	30	45	30	N	45	45
<b>Front Yard Setback (ft.)</b>	25	5	2	2	2	0	-	2	2
<b>Side Yard Setback (ft.)</b>	10	10	2	2	2	0	-	2	2

NA - Not Applicable

N - Not Permitted

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- b) *Attached Signs.* Awning, Canopy, Marquee, Painted Wall, Projecting, and Wall signs. Table 10-6, below, regulates all attached signs, unless otherwise stated in the supplemental regulations. Table 10-6 outlines the maximum size allowed for an attached sign, based on the zoning district as well as the maximum percentage of street façade coverage, per premise, for all attached signs. No premise may exceed either criterion. The street façade shall be measured, in order to determine the maximum percentage of street façade coverage.

**Table 10-6: Permitted Site Development Standards for Attached Signs by Zoning Districts**

Regulation Item	Zoning Districts							
	AG	RR R-1 R-2 R-3 NTR	O	LC UC	DBD	B-1	B-2	MLC-1 MH
<b>Maximum Size of Attached Sign (square feet)</b>	100	32	50	150	150	300	300	300
<b>Maximum % of Street Façade</b>	15%	15%	15%	20%	20%	25%	20%	25%

- c) *Awnings and Awning Signs.* Awnings and awning signs, where permitted, are subject to the following regulations:
- (a) The copy area of an awning sign shall not exceed twenty-five (25%) of the total face area of the awning. The combined area of all front-facing awning panels shall not exceed thirty-five percent (35%) of the total wall area, per side of building.
  - (b) Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven (7) feet six (6) inches above the sidewalk or grade, whichever is higher.
  - (c) Awnings may project no more than nine (9) feet from the building facade to which they are mounted and shall not extend over any area utilized by motor vehicles. Within the DBD District, an awning sign shall not be within five (5) feet of the back of curb line's vertical plane.
  - (d) Any awning extension beyond six (6) feet shall have plans stamped by a Nebraska licensed architect or professional engineer, certifying the structural integrity of the wall and associated structures to carry all imposed loads.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. *Canopy Signs.* Canopy signs, where permitted, are subject to the following regulations:
  - (a) The copy area of a canopy sign shall not exceed twenty-five (25%) of the total face area, per side of the canopy.
  - (b) All canopies and canopy signs must maintain the minimum clearances, projections, design, and construction standards outlined in the City Code.
3. *Marquees and Marquee Signs.* Marquee signs, where permitted, are subject to the following regulations:
  - (a) The maximum projection of any marquee or marquee sign shall be as follows:
    - (1) Three (3) feet over sidewalks less than twelve (12) feet wide.
    - (2) Eight (8) feet over sidewalks twelve (12) feet wide or more.
  - (b) All marquee and marquee signs must maintain the minimum clearances and projections and design and construction standards outlined in the of City Code.
4. *Projecting Signs.* Projecting signs are subject to the following general regulations.
  - (a) The maximum projection of any projecting sign shall be as follows:
    - (1) Three (3) feet over sidewalks less than twelve (12) feet wide.
    - (2) Five (5) feet over sidewalks twelve (12) feet wide or more.
  - (b) Within the DBD District, a projecting sign shall not be within five (5) feet of the back of curb line's vertical plane. Each projecting sign must maintain at least a twelve (12) foot vertical clearance over sidewalks.
  - (c) Projecting signs must minimize the visible support structure.
5. *Wall Signs and Painted Wall Signs.* Wall signs are subject to the following general regulations:
  - (a) A wall sign must be parallel to the wall to which it is attached.
  - (b) A wall sign shall not extend more than eighteen (18) inches from the wall to which it is attached.
  - (c) A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
  - (d) A wall sign may not extend beyond its building's roof line.
  - (e) A wall sign in the DBD District attached to a building on its front property line may encroach upon public right-of-way by no more than eighteen (18) inches. Such a wall sign shall provide minimum clearance of eight (8) feet, six (6) inches.
2. *Other Regulated Signs.* Access Point, Commercial Center Identification, Electronic Information, and Numeric Display signs, where permitted, are subject to the following supplemental regulations.
  1. *Access Point Signs.* Access Point Signs, where permitted, are subject to the following supplemental regulations based on the level of permission. An access point sign shall be constructed as a detached ground or monument sign type and does not count against the Permitted Sign Budget.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- (a) NRU Access Point Signs:
  - (1) Limited to one (1) sign at each on-property driveway or access point off of a public street or access road, and one (1) additional sign at any critical decision point internal to the premise.
  - (2) Shall not exceed four (4) sq ft. in maximum size and three (3) ft. in maximum height.
- (b) In R3 and NTR:
  - (1) Limited to one (1) sign denoting the entrance for a residential subdivision at each major access point off of an arterial or local collector.
  - (2) Shall not exceed thirty-two (32) sq. ft. in maximum size and four (4) ft. in maximum height.
- 2. *Commercial Center Identification Signs.* Commercial Center Identification Signs, where permitted, are subject to the following regulations:
  - (a) A Commercial Center Identification Sign shall only be a wall sign, painted wall sign, or detached sign type.
  - (b) The sign shall display no more than the name and location of the commercial center.
  - (c) Each sign shall be subject to all other regulations for attached and detached signs set forth in this Article.
- 3. *Electronic Information Signs.* Electronic Information Signs, where permitted, are subject to the following regulations:
  - (a) Electronic Information Signs shall be set back a minimum of two (2) feet from any property line.
  - (b) No more than one (1) Electronic Information Sign is permitted per premise.
  - (c) The closest point of any Electronic Information Sign shall be a minimum of one hundred (100) feet from the closest point of any residential use structure.
  - (d) No Electronic Information Sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.
  - (e) Electronic Information Signs shall be programmed in a way that no sign shall flash or blink and the image, message, or lighting pattern shall hold for a minimum of two (2) seconds, however, full animation video is allowable provided such video does not flash or blink.
  - (f) The surface/face illumination of any sign shall not exceed one thousand two hundred fifty (1,250) Nits after dusk or seven thousand five hundred (7,500) Nits during daylight hours. Such illuminated sign shall be equipped with a sensor and/or timer or other device to automatically adjust the day/night light intensity levels in accordance with the standard set herein.
  - (g) Electronic Information Signs shall be deducted from the total sign budget allowed for the premise.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

4. *Numeric Display Signs.* Numeric Display Signs, where permitted, are subject to the following regulations:
  - (a) Numeric Display Signs shall be set back a minimum of two (2) feet from any property line.
  - (b) Numeric Display Signs shall not be located within the vision clearance triangle.
  - (c) Numeric Display Signs shall be no larger than twenty-five (25) square feet in area, and if illuminated, shall not flash or blink.
  - (d) All illuminated Numeric Display Signs shall not exceed one thousand two hundred fifty (1,250) Nits after dusk or seven thousand five hundred (7,500) Nits during daylight hours. Such illuminated signs shall be equipped with a sensor and/or timer or other device to automatically adjust the day/night intensity level in accordance with the standards set herein.
  - (e) Numeric Display Signs shall be deducted from the total sign budget allowed for the premise.

### **10-10 Master Sign Plan; Permanent Signs**

- a. *Purpose.* The purpose of this section is to provide flexibility, encourage development in accordance with adopted plans and policies, and promote superior sign design and a well-organized visual environment. The Master Sign Plan process will be submitted, reviewed, and approved at an administrative level through the Community Development Department. The Master Sign Plan process was created for mixed-use, larger-scale, and/or unique developments. A Master Sign Plan may be submitted to the City for review and approval for the uses and/or developments listed below:
  1. Multiple-tenant commercial, office, employment, or multi-family residential uses.
  2. A multiple-building complex for a single commercial or employment use in a project exceeding eight (8) net acres.
  3. Stand-alone office/employment buildings exceeding one hundred thousand (100,000) square feet.
  4. Indoor or Outdoor Entertainment and Recreation uses.
  5. Hospitals.
  6. Schools.
  7. Hotels and Commercial Lodging having at least one hundred twenty-five (125) guest rooms and a full-service restaurant or conference and meeting rooms.
  8. Regional retail shopping malls.
  9. Religious assemblies exceeding one and a half (1.5) acres of total lot area.
  10. Other similar uses may request to be approved for the Master Sign Plan submission. It is the discretion of the building official to accept or deny this request.
- b. *Conditions.* Development Services Staff may attach conditions, requirements, or standards necessary to assure that the signs covered by the Master Sign Plan will not be materially detrimental to persons or property in the vicinity. In making its determination, the City shall not base any condition on the message content of a sign. Outdoor Advertising Signs shall not be included in a Master Sign Plan.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- c. *Evaluation Criteria.* Master Sign Plans shall be evaluated based on all of the following criteria:
1. *Placement.* All signs shall be placed where they are visible and legible. Factors to be considered include its location relative to traffic movement, access points, site features, and other structures; orientation relative to viewing distances and viewing angles; spacing; and pedestrian and traffic safety considerations. Wall Signs may be approved on building walls, other than the wall of the space occupied by the tenant in commercial centers in which some tenants have little or no visibility from the street.
  2. *Quantity.* The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and way finding for safety of the occupants of vehicles and pedestrians. Factors to be considered shall be those that impact safety and land development character considerations such as the size of the development and the number of development sub-areas.
  3. *Size.* All signs shall be no larger than necessary for visibility and legibility. Factors to be considered in determining appropriate size include topography, volume and speed of traffic, viewing distances and angles, proximity to adjacent uses, and placement of display. In no event shall a Master Sign Plan contain a detached sign that exceeds the maximum height standard permitted by this Article.
  4. *Design Features and Materials.* Sign design themes and materials shall be compatible with the architecture, colors, materials of the project, and compatible with surrounding development.
  5. *Site Development Standards.* The City may not reduce any site development standard to less than fifty (50) percent of any minimum standard, nor may any site development standard be allowed to be more than one hundred fifty (150) percent of the maximum standard. For safety purposes, no sign shall be permitted to reduce the setback, or be placed within the vision clearance triangle.
  6. *Permitted Sign Budget.* An applicant may request use of the Calculated Permitted Sign Budget or Maximum Permitted Sign Budget, whichever is larger for the site.
- d. *Review of Master Sign Plan.* Applicant shall submit the completed Master Sign Plan application and submit all required documentation to the Community Development Department. All applications for a Master Sign Plan shall be considered and approved by the building official. In no event does the submittal of a Master Sign Plan guarantee an applicant's approval of all requests.
- e. *Master Sign Plan Approval.*
1. *Action.* The City shall approve or approve with modifications and/or conditions, an application for a Master Sign Plan subject to the requirements of this Chapter and based on compliance with the Purpose and Evaluation Criteria, outlined previously in this Section. An action of the City shall be accompanied by "findings of fact", giving the reasons for the action. The City may request additional information to assist in the review process.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. *Limitations of Administrative Approval.* This Section sets the parameters of the Master Sign Plan process; anything beyond these parameters is outside the boundary for administrative review.
3. *Permitting.* After approval of a Master Sign Plan, the applicant is responsible for applying for a sign permit for each sign or group of signs.
- f. *Modifications/Amendments to Master Sign Plan.* Minor amendments to a Master Sign Plan may be approved administratively. Minor amendments include such changes which are determined to have little to no visual impact or improved visual impact and are consistent with the intent of the original approval.
- g. *Noncompliance.* The applicant shall follow the approved Master Sign Plan. Any violation or noncompliance will result in a written notification of violation or noncompliance. The applicant shall be required to bring signage into compliance, at applicant's expense within the time specified in the written notification.
- h. *Termination.* If no substantial signage development has taken place for three (3) years following approval of the Master Sign Plan, the Master Sign Plan shall be considered null and void. If a premise with an approved Master Sign Plan becomes compliant with the current standards of this Article, the property owner may request, in writing to the Community Development Department, the termination of the Master Sign Plan.

### **10-11 Permitted Temporary Sign Type By Zoning District**

- a. *General Regulations.* All temporary signs shall follow the regulations set forth in Section 10-11. Temporary signs are permitted by type and zoning district as outlined in Table 10-7, below.
  1. *Location.* For any off-premise, temporary sign, the sign owner shall have written approval from the property owner of where such sign will be located.
  2. *Maintenance.* All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this Section.
  3. *Removal.* The building official or his/her designee shall order the removal of any sign not in compliance with any provisions of this Section. If the owner of the premise on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the building official or his/her designee shall be authorized to remove the sign. Any costs associated with the removal of a sign may be assessed to the owner of the property.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

**Table 10-7: Permitted Temporary Signs by Type and Zoning District**

Sign Types	Permit Required	Sign Types								
		AG	RR	R-1 R-2 R-3 NTR	O LC UC	B-1	B-2	DBD	ML/C-1	MH
<b>Banner</b>	Yes*	P	P	P	P	P	P	P	P	P
<b>Blade</b>	No	P	N	N	P	P	P	P	P	P
<b>Flag</b>	No	P	P	P	P	P	P	P	P	P
<b>Freestanding Yard</b>	Yes*	P	P	P	P	P	P	P	P	P
<b>Handheld</b>	No	N	N	N	N	P	P	P	P	P
<b>Inflatable/ Air-Activated</b>	No	N	N	N	N	P	P	P	P	P
<b>Portable Message Center</b>	Yes	P	N	N	N	P	P	P	P	P
<b>Sidewalk</b>	Yes	N	N	N	N	N	N	P	N	N
<b>Window</b>	No	P	P	P	P	P	P	P	P	P

\*Banner and Freestanding Yard Signs thirty-two (32) square feet or larger require a Sign Permit.

N - Not Permitted

P - Permitted

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-12 Sign Type Supplemental Regulations: Temporary Signs

- a. *Banner Signs.* Banner Signs, where permitted, are subject to the following supplemental regulations.
1. Banner Signs may be an on-premise sign and must comply with all applicable building codes.
  2. Banner Signs shall be attached to a street facing, vertical façade. No Banner Sign shall be attached to a roof.
  3. Non-Residential Uses: Includes all non-residential uses plus multi-family and Non-Traditional Residential use types. Number permitted, total sign area of premise, and maximum area is dependent on the street frontage of the lot as shown in Table 10-8 below.
  4. Banner Signs are allowed on a temporary-basis of no more than thirty (30) days per occurrence, with a limit of two (2) occurrences per calendar year per premise.

**Table 10-8: Permitted Banner Sign Number and Size by Street Frontage**

Street Frontage (feet)	Number Permitted	Total Sign Area of Premise (square feet)
Less than 75	2	16
75-300	2	36
Greater than 300	3	64

- b. *Blade Signs.* Blade Signs, where permitted, are subject to the following supplemental regulations.
1. Blade Signs are restricted to on-premise signage, and may be placed within the required depth of landscaping with one (1) Blade Sign allowed per fifty (50) feet of street frontage with a maximum of five (5) per premise. Lots with less than fifty (50) feet of street frontage are allowed one (1) Blade Sign. Blade Signs are allowed within the public right-of-way, only within the DBD District.
  2. Any Blade Sign must be anchored into the ground or secured in a portable based design for such function.
  3. For safety purposes, any Blade Sign must be setback a minimum of fifteen (15) feet from any overhead utilities and outside of the vision clearance triangle as defined in Figure 7-2(a).
  4. No Blade Sign shall be wider than three and a half (3.5) feet, at the widest point. No Blade Sign shall have a height higher than eighteen (18) feet. The height of a Blade Sign is measured from grade and includes the full length of the supporting pole.
  5. Blade Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- c. *Flag Signs.* Flag Signs, where permitted, are subject to the following supplemental regulations.
  - 1. All Flag Signs shall meet clearance standards found this article.
  - 2. Flag Signs, when fully extended, shall not extend into the public right-of-way.
  - 3. Any Flag Sign on a flag pole shall comply with the setback and height regulations found in Section 7-2.
- d. *Freestanding Yard Signs.* Freestanding Yard Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Freestanding Yard Signs may be an on-premise or off-premise sign and may be placed within the landscaping depth, but are not permitted in public right-of-way.
  - 2. Freestanding Yard Signs which are larger than thirty-two (32) square feet are allowed on a temporary-basis of no more than thirty (30) days per occurrence, with a limit of two (2) occurrences per calendar year per premise.
  - 3. For safety purposes, any Freestanding Yard Sign must be out of the vision clearance triangle as defined in Figure 7-2(a).

**Table 10-9: Permitted Freestanding Yard Sign Number and Size by Street Frontage**

Street Frontage (feet)	Number Permitted	Total Sign Area of Premise (square feet)	Maximum Height (feet)
<b>Less than 75</b>	2	16	6
<b>75-300</b>	3	36	8
<b>Greater than 300</b>	4	64	10

*Handheld Signs.* Handheld Signs, where permitted, are subject to the following supplemental regulations.

- 4. Handheld Signs are restricted to be on the same premise as the business, service, activity, or event that is being advertised.
- 5. Any person carrying a Handheld Sign is prohibited from obstructing the sidewalk or standing in the right-of-way.
- 6. Handheld Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
- 7. Lighting, bullhorns, amplified sounds, and mannequins are prohibited as display aspects of Handheld Sign.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- e. *Inflatable Signs/Air-Activated Signs.* Inflatable or Air-Activated Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Inflatable Signs and Air-Activated Signs are restricted to on-premise and must comply with all applicable building and electrical codes.
  - 2. For safety purposes, any Inflatable Sign or Air-Activated Sign must be fastened to the ground or a structure so that it cannot shift more than three (3) feet, horizontally, under any condition.
  - 3. The minimum setback for any Inflatable Sign or Air-Activated Sign is equal to or greater than the height of the sign, from all property lines and overhead utility lines and shall remain outside of any vision clearance triangle as defined in Figure 7-2(a).
  - 4. Maximum Height: Twenty-five (25) feet.
  - 5. Only one (1) Inflatable Sign or Air-Activated Sign shall be allowed on a premise at any time.
  - 6. Inflatable Signs and Air-Activated Signs may only be displayed during the hours of operation for the on-premise business services.
- f. *Portable Message Center Sign.* Portable Message Center Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Portable Message Center Signs are restricted to on-premise advertisement and must comply with all applicable building and electrical codes and shall be anchored securely to the ground.
  - 2. Portable Message Center Signs with any electronic message shall comply with all supplemental regulations of Electronic Information Signs, Section 10-9.
  - 3. No Portable Message Center Sign shall exceed six (6) feet in height.
  - 4. No Portable Message Center Sign shall be larger than thirty-two (32) square feet.
  - 5. Only one (1) Portable Message Center Sign shall be allowed on a premise at any time.
  - 6. Portable Message Center Signs are allowed on a temporary-basis of no more than ten (10) days per occurrence, with a limit of six (6) occurrences per calendar year per premise.
- g. *Sidewalk Signs.* Sidewalk Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Sidewalk Signs are allowed in the right-of-way on sidewalk pavement, provided a minimum of six (6) feet of clearance remains for clear passage of pedestrians.
  - 2. No Sidewalk Sign shall exceed three (3) feet in height.
  - 3. No Sidewalk Sign shall exceed six (6) square feet, per side or three (3) feet in width.
  - 4. Only one (1) Sidewalk Sign is allowed per business, service, activity, or event.
  - 5. For safety reasons, no encroachments shall be made near corners of sidewalks or where crosswalks are present. This area shall be defined with a fifteen (15) foot area, beginning at the curb line at all corners or ends of blocks.
  - 6. Sidewalk Signs shall not obstruct pedestrian or handicap accessibility to buildings, emergency exits, or parking spaces.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

7. Sidewalk Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
8. No illumination is allowed for Sidewalk Signs.

### **10-13 Outdoor Advertising Signs**

- a. *Conformance Required.* No billboard sign shall be erected, placed maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all the regulations established in this article.
- b. *Maintenance.* For the purposes of this section, maintenance shall mean the routine repairing, restoring, or replacing of the sign to its constructed condition with the same type of materials used in the original sign structure and face, or to approved upgraded materials.
- c. *Required Maintenance for Nonconforming Signs.*
  1. Cleaning and painting of the structure including supports, faces trim, ladders, catwalks, railings and any other structural features and the immediate area around the sign structure.
  2. Changes in advertising messages and content including use of a vinyl overlay or wrap. If structural modifications are required to secure the vinyl overlay or wrap, a sign permit is required and said changes must be approved by the building official.
  3. Faces and trim shall be maintained, replaced or repaired as necessary. The same number of faces, or less shall be maintained and the size of any given face shall not be increased.
  4. Lighting system may be added or replaced on any billboard as long as the lighting complies with Section 8-7 of the Columbus Land Development Ordinance, requiring shielded, sharp cutoff, downcast lighting fixtures. Existing fixtures may be repaired with like equipment. Changes or additions of lighting fixtures shall require an electrical permit and said changes shall be approved by the permitting agency.
  5. Safety features including ladders, catwalks, safety cables and railings may be replaced, repaired or added. Said safety features shall be designed to conform to accepted industry standards. A sign permit shall be required if safety features are added and said changes must be approved by the building official.
- d. *Reconstruction and Modification of Existing Nonconforming Outdoor Advertising Signs.* No sign shall be reconstructed or modified except as specified in paragraph E below. The following shall constitute a substantial change to a sign and are therefore not considered maintenance or acceptable reconstruction and are herein prohibited:
  1. Any change in the location of the sign.
  2. Any increase in the size or dimension or height of the sign.
  3. The addition of additional face or faces.
  4. An increase in the number of poles supporting the structure.
  5. An increase in the height of the poles.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- e. *Modifications to Existing Nonconforming Outdoor Advertising Signs.* An existing legal or nonconforming sign may be modified or reconstructed as follows:
1. The structural supports may be replaced with like materials or upgraded to steel.
  2. Any existing sign damaged by any cause, natural or manmade, may be replaced or repaired to original condition, or modified as stated in 1. Above, provided there is no increase in size, height, or number of faces. Nonconforming roof-mounted signs that are damaged by any cause in excess of fifty (50) percent of their replacement value shall be permanently removed.
  3. Message area attachment systems may be changed or updated provided the area of the message surface is not increased.
  4. A sign required to be moved to a new location because of a local, state or federal project requires approval of the new location by the building official and the relocated sign need not comply with all regulations in force and effect at the time the relocation is approved, except those regulations which effect safety.
- f. *Electronic Changeable Message Signs.* Electronic Changeable Message Signs, hereinafter known as ECMS, are considered outdoor advertising signs and shall be subject to the following requirements:
1. For each ECMS face erected, a minimum of two (2) existing sign faces must be permanently removed.
  2. The proposed ECMS must be located where one of the existing structures was removed to meet the 2: 1 replacement requirement, or, if at a new location, the ECMS must meet all Code requirements pertaining to outdoor advertising signs and meet the 2: 1 replacement requirement.
  3. No two ECMS structures may have sign facings erected less than five thousand (5,000) feet apart measured from the center of the monopole along a line parallel with the expressway. ECMS structures may be located on either side of the highway; however, each sign must only be visible from one direction of travel and must comply with the five thousand (5,000)-foot spacing on each side.
  4. The ECMS sign faces shall not be more than three hundred (300) square feet in size and shall be no taller than thirty-five (35) feet.
  5. Each advertisement displayed must remain fixed for at least ten (10) seconds. If there is more than one (1) advertisement per face, then when any advertisement changes, the entire face shall remain fixed for at least ten (10) seconds.
  6. When an advertisement is changed, it must be accomplished within an interval of two (2) seconds or less.
  7. Each ECMS must contain a default mechanism that will freeze the sign in one position if a malfunction occurs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-14 Outdoor Advertising Signs; Regulations for New Installations**

Within the total amount of sign area permitted to them, some parcels in the B-2, ML/C-1 and MH districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. For installation of new Electronic Changeable Message Signs (ECMS) refer to the regulations provided in Section 10-13 of this Article.

- a. *Location.* Eligible properties must be located within one hundred (100) feet of the right-of-way line of Highways 30 or 81.
- b. *Impact on Business Identification and Other Signage.* Utilization of this provision does not entitle any parcel to additional permitted sign area and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.
- c. *Maximum Size and Height.*
  1. The size of an outdoor advertising sign shall not exceed three hundred (300) square feet.
  2. The maximum height of such a sign shall be thirty-five (35) feet.
- d. *Separation Factors.*
  1. Where permitted along other settings, outdoor advertising signs shall be separated by one thousand (1,000) feet from any other outdoor advertising sign of any size and three hundred (300) feet from any other detached sign.
  2. Any such outdoor advertising sign shall be separated by two hundred (200) feet from any property in a residential zoning district, including RR through R-3, and NTR.
- f. *Other Standards.*
  3. New installations of stacked signs or other installations of two (2) signs facing the same direction on a single structure are prohibited. Double-faced, back-to-back signs are permitted, provided that the angle formed by the sign faces does not exceed fifteen (15) degrees.
  4. Side-by-side signs are not permitted regardless of which direction they face.

### **10-15 Additional Regulations for the Downtown Business District**

- a. *Definition and Application*

These additional regulations apply to that area bounded by 10th Street and 15th Street and 21st Avenue and 32nd Avenue, all public rights-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.

- b. *Projection Signs*

1. No sign other than a public service sign shall project more than 18 inches from any facade or wall of a building to which it is attached.
2. Lighted canopy signs may extend no more than 48 inches from any facade or wall of a building to which it is attached.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### c. Temporary Sign

1. Items such as or similar to streamers, ribbons, spinners, or similar moving, fluttering, or revolving devices used for the purpose of advertising or attracting attention shall not be permitted for a period longer than 30 days.
2. Signs pertaining to special events which refer to particular periods of time such as conventions, fairs, meetings, sales, exhibitions, and vacancy announcements shall be permitted provided that such signs shall be erected subsequent to approval by the Mayor, City Council, and Chief of Police; and that such signs shall be removed when no longer applicable in time.

### d. Public Agency Signs

1. The provisions in this section shall not apply to the signs erected by federal, state, county, or city governmental agencies, including traffic, informational, and ornamental Christmas or other seasonal decorations.

### e. Nonconforming Signs

1. Every sign erected before the effective date of this section shall not be replaced, expanded, enlarged, modified, or changed in any manner except in conformance with this section.
2. Affected nonconforming signs must be removed or modified to conform to this section within 30 days after receiving written notification by the City of the violation.

# CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

## 11 ARTICLE ELEVEN: NONCONFORMING DEVELOPMENT

### 11-1 Purpose

Article Eleven shall be known as the Nonconforming Development Regulations. The purposes of these regulations are:

- (a) To allow for reasonable use of legally created lots of record which do not meet current minimum requirements for their respective zoning districts;
- (b) To provide for reasonable use of legally constructed structures which do not meet current site development regulations for their respective zoning districts;
- (c) To allow for the reasonable continuation of legally established uses which do not meet current use regulations for their respective zoning districts;
- (d) To limit the continuation and provide for the gradual replacement of nonconforming uses.

### 11-2 Regulations Additive

Regulations for nonconforming uses are in addition to regulations for nonconforming structures. In the event of a conflict, the most restrictive regulation shall apply.

### 11-3 Nonconforming Lots

#### a. Pre-Existing Lots of Record

Nonconforming lots of record existing at the time of the adoption of this chapter shall be exempt, unless otherwise provided, from the minimum lot area and lot width requirements of each zoning district. Such lots may be developed with any use allowed by the regulations for the district and must comply with all other site development regulations set forth by the Columbus Land Development Ordinance.

#### b. Reductions Due to Public Acquisition

If a portion of a legally existing lot in any district is acquired for public use, the remainder of this lot shall be considered a conforming lot.

### 11-4 Nonconforming Structures

These regulations apply to buildings and structures which were constructed legally under regulations in effect before the effective date of this Ordinance.

#### a. Continuation

A lawful nonconforming structure existing on the effective date of this Ordinance may be continued, repaired, maintained, or altered, subject to the provisions of this Article.

#### b. Additions or Enlargements to Nonconforming Structures

1. A lawful nonconforming structure may be added to or enlarged if the addition satisfies one or more of the following conditions:

- (a) The enlargement or addition, when considered independently of the existing building, complies with all applicable setback, height, off-street parking, and landscaping requirements;

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

- (b) The nonconforming building and impervious surface coverages on the site are not increased and the building, after the addition, conforms to height and off-street parking regulations applicable to its zoning district;
  - (c) The addition projects no further into a required side yard setback than the existing building; the length of the side wall of the addition is the smaller of 25 feet or 50 percent of the length of the existing nonconforming side wall; and the enlarged building complies with building and impervious coverage, front and rear yard setbacks, and height regulations applicable to its zoning district.
- 2. No permitted addition to a nonconforming structure may place a wall within ten feet of a window of an adjacent pre-existing residential structure.
- 3. Nonconforming buildings shall be limited to one addition or enlargement pursuant to these regulations.
- c. **Moving of Nonconforming Structures**

A lawful nonconforming building or structure shall not be moved in whole or in part to another location on its lot unless every part of the structure conforms to all site development regulations applicable to its zoning district.
- d. **Repair of Nonconforming Structures**

A lawful nonconforming building damaged by fire, explosion, storm, or other calamity, except flood damages, may be repaired and reconstructed provided there is no increase in the degree of nonconformity. Repair and reconstruction within the designated floodplain shall be in conformance with floodplain development regulations.
- e. **Conversion of a Conforming Building**

A conforming building shall not be changed in any way that will result in a nonconforming development.
- f. **Applicability of Landscaping and Screening Regulations**

Provided the pre-existing use continues, a pre-existing structure, building, or development shall be exempt from Section 8-1, Landscaping and Screening Regulations. However, any of the following action on or after the effective date of this Ordinance shall be subject to Section 8-1:

  - (a) Expansion of a structure, building or parking lot
  - (b) Development onto an adjacent lot

### **11-5 Nonconforming Uses**

- a. **Continuation of Nonconforming Uses**

Any nonconforming use lawfully existing on the effective date of this Ordinance may continue, subject to the limitations of this Section.
- b. **Enlargement of Nonconforming Uses**

A building or structure housing a lawful nonconforming use may not be added to or enlarged.

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

c. Abandonment of Nonconforming Use

If any structure or property used as a lawful nonconforming use becomes vacant or unused for a continuous period of six months, any subsequent use must conform to all use regulations applicable to the property's zoning district.

d. Change of Use

A lawful nonconforming use may be changed only to a use type permitted in a zoning district that is equal or less intensive than that normally required for the previous use.

e. Allowance for Repairs

Repairs and maintenance of a structure occupied by a nonconforming use may be made, provided that no structural alterations are made other than those required by law.

f. Damage or Destruction of Structures

Should a structure occupied by a lawful nonconforming use be damaged to the extent that the cost of restoration exceeds 50 percent of the assessed value of the structure, the nonconforming use shall no longer be permitted.

g. Nonconforming Uses and Conditional and Special Use Permits

A lawful pre-existing use which would require a Special Use Permit in its zoning district shall be presumed to have the appropriate Permit and shall be considered a conforming use. The use shall be subject to the regulations governing lapses or revocation of Permits, set forth in Section 12-1.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12 ARTICLE TWELVE: ADMINISTRATION AND PROCEDURES**

#### **12-1 Purpose**

The Administration and Procedures Provisions establish the methods for implementation of the Columbus Land Development Ordinance. These provisions include procedures for reviewing specific uses and developments within certain zoning districts; amending the Columbus Land Development Ordinance; and granting variances.

#### **12-2 Site Plan Review Procedure**

##### a. Purpose

The Site Plan Review Procedure provides for the administrative review in addition to plan review required by other sections of the Columbus Municipal Code of projects that have potentially significant effects on traffic circulation or a significant effect on land uses in adjacent neighborhoods. The procedure provides for review and evaluation of site development features and possible mitigation of unfavorable effects on surrounding property.

##### b. Administration

The Building Official shall review, evaluate and act on all site plans submitted pursuant to this procedure. An applicant may appeal a denial of any application to the Board of Adjustment.

All applications or requests for the approval of plans for alleys, off-street parking, loading, non-residential driveways, non-residential curb cuts, and access to an egress from property, shall be submitted to the Building Official. Upon review, the Building Official shall have the authority to either approve or deny said application or request.

##### c. Uses Requiring Site Plan Review

All uses shall follow the Site Plan review procedure prior to the issuance of a building permit.

##### d. Application Requirements

An application for a Site Plan Review may be filed by the owner(s) of a property or the owners' authorized agent with the Building Official. The application shall include the following information:

1. Name, mailing and email address of the applicant.
2. Owner, address, and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. A site plan, drawn to a scale sufficient to permit adequate review and dimensioned as necessary, showing the following information:
  - (a) The date, scale, north point, title, name of owner, and name of person preparing the site plan;
  - (b) The location and dimensions of boundary lines, easements, and required yards and setbacks of existing and proposed buildings and site improvements;

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- (c) The location, size, and use of proposed and existing structures on the site;
- (d) The location of all proposed site improvements, including parking and loading areas, pedestrian and vehicular access, sewers, sidewalks, utilities, service areas, required temporary and permanent stormwater treatment facilities, fencing, screening, landscaping, and lighting;
- (e) A topographic survey of the site and adjacent public rights-of-way.
- (f) Identification of all federal, state and local environmental features, including, but not limited to: floodplain, floodways, wetlands, and other environmental features.
- (g) Identification of all adjacent zoning districts and use types.
- (h) Any other information that may be required for review by the Building Official.

5. The Site Plan must be stamped by a Nebraska Registered Professional Engineer.

### e. Administrative Action and Appeal

The Building Official must act upon each complete application within twenty-one working days of filing. An applicant may appeal a denial to the Board of Adjustment. The Board of Adjustment shall consider the appeal at the first available meeting after the filing of the appeal.

### f. Review and Evaluation

1. The Building Official or the Board of Adjustment shall review and approve the site plan based on the criteria established in Table 12-1 and conformance with applicable regulations in this Columbus Land Development Ordinance.
2. The Building Official or the Board of Adjustment shall make the following findings before approval of the site plan:
  - (a) The proposed development, together with any necessary modifications, is compatible with the criteria established in Table 12-1;
  - (b) Any required modifications to the site plan are reasonable and are the minimum necessary to minimize potentially unfavorable effects;
  - (c) The site plan conforms to the Columbus Land Development Ordinance.

### g. Modification of Site Plan

The Building Official or Board of Adjustment may require modification of a site plan as a prerequisite for approval. Required modifications may be more restrictive than base district regulations and may include, but not be limited to, additional landscaping or screening; installation of erosion control measures; improvement of access or circulation, rearrangement of structures on the site; or other modifications deemed necessary to protect the public health, safety, or welfare.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### h. Term and Modification of Approval

1. A Site Plan Approval shall become void two years after the date of approval, unless the applicant receives a Building Permit and diligently carries out development prior to the expiration of this period.
2. The Building Official may approve an application to modify a previously approved site plan if he/she determines that the modification does not affect findings related to the criteria set forth in Table 12-1.
3. The Building Official may revoke a Site Plan Approval if he/she determines that the development is not complying with the terms and conditions of the approval. Such revocation may be appealed to the Board of Adjustment.

### i. Approval to Run with Land

An approval pursuant to this section shall run with the land until such time as a change in use has the potential to significantly affect the traffic circulation or land uses in adjacent neighborhoods.

## **12-3 Special Use Permit Procedure**

### a. Purpose

The Special Use Permit Procedure provides for public review and discretionary City Council approval for uses within zoning districts which have unusual site development or operating characteristics that could adversely affect surrounding properties.

### b. Administration

The Planning Commission shall review and evaluate each application and transmit its recommendation to the City Council. The City Council shall review, evaluate, and act upon all applications submitted pursuant to this procedure.

### c. Application Requirements

An application for a Special Use Permit may be filed by the owner(s) of a property or by the property owner's authorized agent with the Community Development Office. Any such application will not be deemed submitted until all of the information set forth below is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be placed on the Planning Commission Agenda until all such missing information is provided. Such application shall be submitted to the Community Development Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which the public hearing on the application may be held subject to administrative official approval to proceed. A complete submission must be provided prior to the staff recommendation that the permit application is to be acted on the Planning Commission. The application shall include the following information and be submitted on a form approved by the Community Development Office:

1. Name, email and mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
3. Owner, address and legal description of the property.

## **CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

4. A description of the nature and operating characteristics of the proposed use.
5. A site plan, when requested by the building official, which includes all information as described in Section 12-2.
6. Excavation and Material Extraction Special Use Permits applications must include a proposed post development site plan including anticipated final contours and features.
7. The special use requested and the current zoning.
8. Be signed by the property owner or the property owner's duly authorized agent.

**CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

**TABLE 12-1: Criteria for Site Plan Review and Special Use Permits**

CRITERIA		APPLICATION TO	
Land Use Compatibility		Site Plan Review	Special Use Permit
<b>Development Density</b>	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.		X
<b>Height and Scale</b>			
<b>Height and Bulk</b>	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	X	X
<b>Setbacks</b>	Development should respect pre-existing setbacks in surrounding areas. Variations should be justified by site or operating characteristics.	X	X
<b>Building Coverage</b>	Building coverage should be similar to that of surrounding development if possible. Higher coverage should be mitigated by landscaping or site amenities.	X	X

**CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

**TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS**

<b>CRITERIA</b>		<b>APPLICATION TO</b>	
		<b>Site Plan Review</b>	<b>Special Use Permit</b>
<b>Site Development</b>			
<b>Frontage</b>	Project frontage along a street should be similar to lot width.	X	X
<b>Parking and Internal Circulation</b>	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	X	X
	All structures must be accessible to public safety vehicles.	X	X
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	X	X
<b>Landscaping</b>	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage-ways should be preserved to the extent possible.	X	X
<b>Building Design</b>	Architectural design and building materials should be compatible with surrounding areas or highly visible locations.		X
<b>Operating Characteristics</b>			
<b>Traffic Capacity</b>	Project should not reduce the existing level of traffic service on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	X	X
<b>Land Use Compatibility</b>			
<b>External Traffic Effects</b>	Project design should direct non-residential traffic away from residential areas.	X	X
<b>Operating Hours</b>	Projects with long operating hours must minimize effects on surrounding residential areas.	X	X

**CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

**TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS**

CRITERIA		APPLICATION TO	
Operating Characteristics		Site Plan Review	Special Use Permit
<b>Outside Storage</b>	Outside storage areas must be screened from surrounding streets and less intensive land uses.	X	X
<b>Public Facilities</b>			
<b>Sanitary Waste Disposal</b>	Developments within 300 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	X	X
	Sanitary sewer must have adequate capacity to serve development.	X	X
<b>Storm Water Management</b>	Development should handle storm water adequately to prevent overloading of public storm water management system.	X	X
	Development should not inhibit development of other properties.	X	X
	Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.	X	X
<b>Utilities</b>	Project must be served by utilities if the property is located within 300 ft of said utility.	X	X
<b>Comprehensive Plan</b>	Projects shall be consistent with the comprehensive development plan of Columbus.		X

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### d. Approval Process

1. The Planning Commission, following ten days notice as required by Paragraph 12-3 (f), shall hold a public hearing on each proposed Special Use Permit and following such public hearing, shall recommend action to the City Council.
2. The City Council, after the ten days notice as required by Paragraph 12-3 (f) and after public hearing, shall act on the Special Use Permit. The City Council may apply any reasonable conditions to the approval of the permit.
3. The applicant shall be responsible for preparing and furnishing in proper form a “draft” Ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A “final” ordinance for said special use permit shall be thereafter submitted by applicant for action by the City Council. Applicant’s attorney shall work with the City Attorney on review and final versions.

### e. Required Notice and Publication

Prior to consideration of and/or approval of a Special Use Permit by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. **Posted Notice:** A notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be placed on or near such premises that it is easily visible from the street and shall be posted at least ten days before the date of such hearing. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
2. **Notice by Publication:** At least ten days before the date of hearing the City Clerk shall have published in a newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.
3. **Notice by Personal Service or Mail:** At least 10 days prior to the date of the hearing the applicant shall either:
  - (a) personally serve, or
  - (b) mail to the last known address, written notice of such hearing to each of the following:
    - (1) the owners of the real estate which is the subject of the Special Use Permit;
    - (2) all properties whether in whole or in part which are located within 300 feet of the real estate which is the subject of the Special Use Permit; and

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- (3) the Board of Education of each school district in which the real estate which is the subject of the Special Use Permit is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. Exception: The provisions of Subsection 1 “Posted Notice” and Subsection 3 “Notice by Personal Service or Mail” shall not apply in the event of a proposed change in the application of Special Use Permits throughout entire areas of an existing zoning district or of the City or parts thereof, or in the event of a proposed change in such regulations, restrictions or districts governing said Special Use Permits.
5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the Community Development office prior to 3:00 PM on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the “Posted Notice” requirements set forth in Subsection 1 above and that the “Notice by Personal Service or Mail” requirements set forth in Subsection 3 above were both complied with.

f. Scope of Approval

The City Council may, at its discretion, apply a Special Use Permit to a specific owner or applicant. The City Council may establish special site development or operational regulations as a condition for approval of a Special Use Permit.

g. Lapse, Revocation or Completion of Permit

1. A Special Use Permit shall become void two years after its effective date if the applicant has not carried out development or occupancy during that period.
2. The City Council may revoke a Special Use Permit should the operation of the use subject to such permit violate the conditions under which the permit was granted.
3. Completion of a Special Use Permit for resource extraction and excavation shall include a final record drawing site plan.

h. Previously Approved Permits

Any special use approved under regulations in effect before the effective date of this Ordinance shall be considered to have a valid Special Use Permit, subject to requirements imposed at the time of its approval or six (6) months from said failure to pass a motion to approve this special use permit.

i. Non-Approval of Special Use Permit; Waiting Period

In the event that a Special Use Permit as provided in this Article is not approved by the City Council, no new request shall be made for the same or a substantially similar Special Use Permit within six (6) months of said non-approval thereof or six (6) months from said failure to pass the same.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-4 Amendment Procedure**

#### a. Purpose

The Amendment Procedures describe the methods by which changes may be made in the text of the Columbus Land Development Ordinance (text amendment) and/or the official boundaries of zoning districts (rezoning).

#### b. Initiation of Amendments

1. Text amendments may be initiated by the Planning Commission or City Council.
2. Rezoning may be initiated by a property owner or authorized agent; the Planning Commission; or the City Council.

#### c. Rezoning Application Requirements

An application for a rezoning may be filed with the Community Development Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application may be held subject to administrative official approval to proceed. A complete submission must be provided prior to the staff recommendation that the permit application is to be acted on by the Planning Commission. The application shall include the following information and shall be submitted on a form approved by the Community Development Office:

1. Name, email, mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
3. Owner, address, email address and legal description of the property.
4. A description of the reason for the rezoning application and the nature and operating characteristics of the proposed use.
5. An aerial image depicting the proposed development on the property and the existing surrounding zoning classifications. A site plan, when requested by the building official, which includes all information as described in 12-2 Site Plan Review Procedure.
6. The current zoning and the requested zoning.
7. Be signed by the property owner or the property owner's duly authorized agent.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### d. Amendment Process

1. The Planning Commission, following ten days notice as required by 12-4 Amendment Procedure, shall hold a public hearing on each proposed text amendment or rezoning amendment and, following such public hearing, shall recommend action to the City Council. The Planning Commission may recommend as part of its recommended approval of a rezoning any conditions reasonably related to the interest of public health, safety, morals and the general welfare.
2. The City Council, after ten days notice as required by Section 12-4 and after public hearing, shall act on the proposed amendment. The City Council may impose any reasonable conditions on the approval of the rezoning, provided said conditions are reasonably related to the interest of public health, safety, morals and the general welfare. In furtherance thereof, the City Council may condition rezoning on the adoption of an agreement between the developer and the City.
3. The applicant shall be responsible for preparing and furnishing in proper form a "draft" ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A "final" ordinance for said re-zoning shall be thereafter submitted by applicant for action by the City Council.

### e. Required Notice and Publication

Prior to consideration of amending, supplementing, changing, modifying, or repealing this ordinance by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. **Posted Notice:** In the case of rezonings, a notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed on or near such premises that is easily visible from the street and shall be so posted at least ten days before the date of such hearing. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
2. **Notice of Publication:** In the case of text amendments and rezonings, at least ten days before the date of hearing the City Clerk shall have published in a daily newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

3. Notice by Personal Service or Mail: In the case of rezonings, at least 10 days prior to the date of the hearing, the applicant shall either:
  - (a) personally serve, or
  - (b) mail to the last known address, written notice of such hearing to each of the following:
    - (1) the owners of the real estate to be zoned or rezoned;
    - (2) the owners of all real estate located within 300' of the real estate to be zoned or rezoned; and
    - (3) the Board of Education of each school district in which the real estate to be zoned or rezoned is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. Exception: The provisions of Subsection 1 "Posted Notice" and Subsection 3 "Notice by Personal Service or Mail" shall not apply (1) in the event of a proposed change in such regulations, restrictions, districts, or boundaries throughout the entire areas of an existing zoning district or of the City, or (2) in the event additional or different types of zoning districts are proposed, whether or not such additional or different districts are made applicable to areas, or parts of areas, already within a zoning district of the City, or (3) text amendments; in such instances only the requirements heretofore set forth in Subsection 2. "Notice of Publication" above shall be applicable.
5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the Community Development office on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the "Posted Notice" requirements set forth in Subsection 1 above and that the "Notice by Personal Service or Mail" requirements set forth in Subsection 3 above were both complied with.

f. **Non-Approval of Proposed Amendment; Waiting Period**

In the event that a proposed amendment or change as provided in this Article is not approved by the City Council, no new request shall be made for the same or substantially similar amendment or change within six (6) months of said non-approval thereof or six (6) months from said failure to pass the same.

### **12-5 Extension of the Extra-Territorial Jurisdiction**

There shall be an automatic extension of the extra-territorial jurisdiction due to annexation or incorporation of any addition into the City. The City Council with the recommendation of the Planning Commission, shall zone properties within the newly established Jurisdiction concurrent with, or within 90 days thereafter, of the adoption of the annexation ordinance or resolution incorporating said property into the City. The zoning shall consider the Comprehensive Development Plan of the City of Columbus and the present use of the land. In the event the City takes no action within the time period, said property within the newly established Jurisdiction shall be deemed as zoned RR, Rural Residential.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-6 Building Permits and Certificates of Occupancy**

#### a. Administration and Enforcement

The Building Official shall administer and enforce this ordinance.

If the Building Official shall find that any of the provisions of this ordinance are being violated, he/she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

#### b. Building Permits Required

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the Building Official. No building permit shall be issued by the Building Official except in conformity with the provisions of this ordinance, unless he/she receives a written order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this ordinance.

#### c. Application for Building Permit

All applications for building permits shall include a complete site plan and shall include plans drawn to scale and an electronic copy, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the Building Official, including the existing or proposed building or alterations; existing or proposed uses of the building and land; the number of families and/or persons, and the number of units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this ordinance.

One copy of the plans shall be returned to the applicant by the Building Official, after he/she shall have marked such copy either as approved or disapproved and attested the same by his/her signature on such copy. The electronic copy of the plans shall be retained by the Building Official.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### d. Certificates of Occupancy for New, Altered, or Non-Conforming Uses

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a Certificate of Occupancy is issued by the Building Official stating that the proposed use of the building or land conforms to the requirements of this Ordinance and that all plans submitted with the application for building permit have been completed. Prior to the issuance of a Certificate of Occupancy, the Building Official, or his/her designee, shall conduct a final inspection of said building or premises to determine compliance with the requirements of the Columbus City Ordinances and it shall be the duty of the property owner to cooperate with said final inspection.

### e. Expiration of Building Permit

1. If the work described in any building permit has not begun within 180 days from the date of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the persons affected.
2. If the work described in any building permit has not been completed within two years of the date of issuance thereof, said permit shall expire and be cancelled by the Building Official, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new building permit has been obtained.
3. The expiration date of a building permit may be established for a period longer than two years if established at the time that such permit is issued by the City. The Building Official may, at his/her discretion extend the expiration period of the building permit.

### f. Construction and Use to be as Provided in Applications, Plans, Permits, and Certificates of Occupancy

Building permits or certificates of occupancy issued on the basis of plans and applications approved by the Building Official authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, or construction which varies from the approved permit shall be deemed a violation of this ordinance, and punishable as provided by Section 12-14 hereof.

### **12-7 Schedule of Fees, Charges and Expenses**

The City Council shall establish by resolution a schedule of fees, charges, and expenses and a collection procedure for building permits, re-zoning application fees, special use permit application fees, board of adjustment filing fees, site plan review, certificates of zoning compliance, appeals, and other matters pertaining to this ordinance.

The schedule of fees shall be posted in the office of the Building Official, and may be altered or amended only by the City Council.

Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application for appeal.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-8 Board of Adjustment**

#### a. Establishment

1. A Board of Adjustment is hereby established to provide relief in situations of hardship or to hear appeals as provided by this Section. The Board shall consist of five regular members, plus one additional alternate member who shall attend and vote only when one of the regular members is unable to attend for any reason. At least one member of the Board shall be a member of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commission member to the Board. At least one member of the Board shall reside outside of the corporate boundaries of the City, but within its extra-territorial zoning jurisdiction.
2. Each member shall be appointed by the Mayor with the approval of the City Council for a three-year term and is removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The Chairman of the Board shall be elected annually by the members of the Board. All members of the Board shall serve without compensation.
3. The Board of Adjustment shall adopt rules and regulations in accordance with this ordinance and the laws of the State of Nebraska pursuant to Sections 19-901 to 19-914 of Nebraska Revised Statutes. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. Such chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings and records shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact. The Board shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. A majority of the Board shall constitute a quorum for the transaction of business.

#### b. Procedure for Appeals

1. Appeals shall be made to the Board of Adjustment within reasonable time of the cause of the appeal through the office of the Building Official in written form as determined by the Building Official. The Board shall fix a reasonable time for the hearing of the appeal and shall decide the appeal within thirty days of the date of the public hearing. An appeal stays all proceedings in furtherance of the action, unless the Building Official certifies to the Board that by reason of the facts stated in the certificate, a stay would, in his/her opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by the District Court on notice to said officer and on due cause shown.
2. The Board shall provide a written notice to the appealing party of the date and time set for public hearing. The Board shall provide a minimum of ten days' notice of a public hearing on any question before it by publication in a newspaper of general circulation in the City of Columbus setting forth the time, place and subject matter of such hearing. Notice of hearing shall be posted by the

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

appealing party in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed upon such premises that it is easily visible from the street and shall be so posted at least ten days before the date of such hearing. It shall be the duty of the appealing party to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the appealing party to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed it shall be the duty of the appealing party to promptly post a new sign for the remainder of the ten-day period. The appealing party shall be responsible for filing with the Building Official on the date of the hearing an Affidavit of Posting Notice. Said Affidavit shall verify that the requirements concerning posting notice as set forth herein were complied with and said Affidavit shall be submitted on a form approved by the Building Official.

3. Upon the public hearing, any party may appear in person or by agent or attorney. The concurring vote of four out of five members of such board as so composed shall be necessary to reverse any order, requirement, decision or determination of any Building Official, or to decide in favor of the appellant on any matter upon which it is required to pass under any zoning ordinance, or to affect any variation in such ordinance.

### **12-9 Powers and Duties of the Board of Adjustment**

1. The Board of Adjustment shall have only the following powers and duties:
  - (a) Administrative Review To hear and decide appeals where it is alleged there is error in any order, requirement, decisions or determination made by the Building Official in the enforcement of this Ordinance or any regulation relating to the location or soundness of structures.
  - (b) Interpretation of Zoning Map To hear and decide in accordance with the provisions of any zoning regulation, requests for interpretation of any map.
  - (c) Variances to Relieve Hardships Relating to Property To authorize, upon appeal, variances from the strict application of this Ordinance where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the zoning regulations; or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, such strict application would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- (1) Requirements for Grant of a Variance. No such variance shall be authorized by the Board unless it finds that:
  - a. Strict application of the zoning ordinance will produce undue hardship;
  - b. Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity;
  - c. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance;
  - d. The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice;
  - e. The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to this Zoning Ordinance.
- (2) Findings by Board. The Board of Adjustment shall make findings that the requirements of Section 12-9 have been met by the applicant for a variance.
- (3) Conditions for Grant of Variance.
  - a. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Ordinance and punishable under Section 12-14 of this Ordinance.
  - b. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.
  - c. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

### (d) Board has Powers of Building Official on Appeals: Reversing Decisions of Building Official

In exercising the above-mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of this Ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decisions, or determination as ought to be made, and to that end shall have the powers of the Building Official from whom the appeal is taken. The concurring vote of four members of the Board shall be necessary to reverse any order, requirements, decision, or determination of the Building Official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to affect any variation in the application of this ordinance.

## **CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

### **12-10 Appeals from the Board of Adjustment**

Any person or persons, or any board, taxpayer, officer, department, board or bureau of the city aggrieved by any decision of the Board of Adjustment may seek review of such decision by the District Court for the County in the manner provided by the laws of the State and particularly by 19-912 R.R.S. 1943 (Reissue 1991), and amendments thereto.

### **12-11 Duties of Building Official, Board of Adjustment, City Council, and Courts on Matters of Appeal**

- a. It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the Building Official, and that such questions shall be presented to the Board of Adjustment only on appeal from the decision of the Building Official, and that recourse from the decisions of Board of Adjustment shall be to the courts as provided by law.
- b. Under this ordinance the City Council shall have only the duties (1) of considering and adopting or rejecting proposed amendments or permits, or the repeal of this ordinance as provided by law, and (2) of establishing a schedule of fees and charges as stated in Section 12-1 of this ordinance.

### **12-12 Severability Clause**

Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

### **12-13 Complaints Regarding Violations**

Whenever a violation of this ordinance occurs, or is allowed to have occurred, any person may file a written complaint. Such complaints stating fully the causes and basis thereof shall be filed with the Building Official. He/she shall record properly such complaint immediately, investigate, and take action thereon as provided by this ordinance.

### **12-14 Penalties for Violation**

- a. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 or imprisoned for not more than 30 days, or both and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- b. The owner or tenant of any building, structure, premises, or part thereof, any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.
- c. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-15 Development Review Team (DRT)**

#### a. Purpose

The DRT meets weekly with project representatives to identify opportunities and resolve potential issues before project and development plans are finalized. Through the DRT process all aspects of a project can be discussed including key issues and expectations such as site issues, time lines, processing of applications, phasing, design issues and code requirements. The DRT provides the best possible customer service by maintaining allowing close contact with project representatives, by providing thorough review and feedback on every major proposed project, and by working to resolve issues at the earliest possible stage of development.

#### b. Administration

Members of the DRT are the City Administrator, Chief Building and Code Official and/or other Building Officials, City Engineer, City Surveyor, Public Works Director and City Planner and Economic Developer. These members may invite other staff and professionals as they see fit based on project scope. If applicable, DRT members will visit the project location prior to the DRT meetings and be prepared to discuss all potential issues and opportunities. The DRT shall take notes during the meeting and shall provide those notes to all participants. The DRT and/or staff members of the DRT will provide professional recommendations to the Planning Commission and City Council. It is understood the information provided at the DRT meetings are preliminary in nature and thus final decisions or recommendations are not final and subject to review of official submittals for review.

#### c. Application Requirements

Project representatives will be provided an application for the DRT. Complete development plans are not necessary for the initial meeting however, as many details as possible are encourage to be shared in the application in order to jointly develop the most efficient and successful project. At a minimum the project representative shall provide:

- (1) Project Representative information.
- (2) Description of the project.

DRT members will reserve time, as set by resolution of the City Council, for DRT project review and meetings with project representatives.

Applications will be due seven (7) days prior to the meeting date desired by the project representative but subject to date, time, and DRT staff availability.

# CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

## 13 ARTICLE THIRTEEN: PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### 13-1 Purpose and Legislative Intent

The Telecommunications Act of 1996 affirmed the City of Columbus' authority concerning the placement, construction and modification of Wireless Telecommunications Facilities. The City of Columbus, Nebraska finds that Wireless Telecommunications Facilities may pose significant concerns to the health, safety, public welfare, character and environment of the City and its inhabitants. The City also recognizes that facilitating the development of wireless service technology can be an economic development asset to the City and of significant benefit to the City and its residents. In order to insure that the placement, construction or modification of Wireless Telecommunications Facilities is consistent with the City's land use policies, the City is adopting a Wireless Telecommunications Facilities application and permit process. The intent of this Ordinance is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the City of Columbus, Nebraska.

### 13-2 Title

Article 13, Part A, shall be known and cited as the Wireless Telecommunications Facilities Siting Ordinance for the City of Columbus, Nebraska, and herein referred to as Article 13, Part A.

### 13-3 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part A, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part A, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Any Special Use Permit issued for Wireless Telecommunications Facilities shall follow the Special Use Permit Rules and Procedures under Article 12.

### 13-4 Definitions

For purposes of Article 13, Part A, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. **"Accessory Facility"** or **"Structure"** means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities, and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.
- b. **"Applicant"** means any Wireless service provider submitting an Application for a Special Use Permit for Wireless Telecommunications Facilities.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- c. **“Application”** means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities.
- d. **“Antenna”** means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
- e. **“Certificate of Compliance”** means the certification from the City or the City’s consultant that confirms the project was constructed and is in compliance with the conditions of the permit.
- f. **“Collocation”** means the use of an existing Tower or structure to support Antennae for the provision of wireless services. A replacement tower that is constructed on the same site as an existing tower will be considered a co-location as long as the new tower is no taller than the old tower and that the old tower is removed in a reasonable short time frame after the new tower is constructed.
- g. **“Commercial Impracticability”** or **“Commercially Impracticable”** means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “commercial impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.
- h. **“Completed Application”** means an Application that contains all information and/or data necessary to enable an informed decision to be made with respect to an Application.
- i. **“Council”** or **“City Council”** means the City Council of the City of Columbus, Nebraska.
- j. **“Distributed Antenna System or DAS”** means a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.
- k. **“Eligibility Facility”** means a facility as defined in FCC 14-153.
- l. **“Eligible Facility Permit”** means the official zoning permit approved and issued by the Community Development Director or his or her designee for application which meets the definition of an eligible facility.
- m. **“FAA”** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
- n. **“FCC”** means the Federal Communications Commission, or its duly designated and authorized successor agency.
- o. **“Height”** means, when referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- p. **“Modification”** or **“Modify”** means the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, such as antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a co-location is a modification. A Modification shall not include the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.
- q. **“NIER”** means Non-Ionizing Electromagnetic Radiation.
- r. **“Person”** means any individual, corporation, estate, trust, partnership, joint stock Company, association of two (2) or more persons having a joint common interest, or any other entity.
- s. **“Personal Wireless Facility”** See definition for ‘Wireless Telecommunications Facilities’.
- t. **“Personal Wireless Services”** or **“PWS”** or **“Personal Telecommunications Service”** or **“PTS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.
- u. **“Planning Commission”** means the Planning Commission for the City of Columbus.
- v. **“Repairs and Maintenance”** means the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will add to the visible appearance of the facility as originally permitted.
- w. **“Right-of-Way”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private Easement.
- x. **“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- y. **“Specialized Mobile Radio”** or **“SMR”** means an analogue or digital trunked two-way radio system, operated by a service in the VHF, 220, UHF, 700,800 or 900 MHz bands.
- z. **“State”** means the State of Nebraska.
- aa. **“Stealth”** or **“Stealth Technology”** means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- bb. **“Telecommunications”** means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.
- cc. **“Telecommunications Site”** See definition for Wireless Telecommunications Facilities.
- dd. **“Telecommunications Structure”** means a structure used in the provision of services described in the definition of “Wireless Telecommunications Facilities”.
- ee. **“Temporary”** means temporary in relation to all aspects and components of Article 13, something intended to, or that does not exist for more than ninety (90) days.
- ff. **“Tower”** means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.
- gg. **“Wireless Telecommunications Facilities”** or **“WTF”** means and includes a **“Telecommunications Site”** and **“Personal Wireless Facility”**. It means a structure, facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and structures, including, but not limited to buildings, church steeples, silos, water towers, signs or other structures that can be used as a support structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other structures associated with the site. It is a structure and facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-5 Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities**

- a. In order to ensure that the placement, construction, and modification of Wireless Telecommunications Facilities protects the City's health, safety, public welfare, environmental features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in Article 13, Part A, the City hereby adopts an overall policy with respect to an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:
- b. Requiring an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for any new, co-location or modification of a Wireless Telecommunications Facility.
- c. Implementing an Application process for person(s) seeking an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.
- d. Establishing a policy for examining an application for and issuing an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.
- e. Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers.
- f. Promoting and encouraging, wherever possible, the placement, height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of stealth technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- g. That in granting an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, the City has found that the facility shall be the most appropriate site as regards being the least visually intrusive among those available in the City.

### **13-6 Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions**

- a. Except as otherwise provided by Article 13, no Person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of, Wireless Telecommunications Facilities as of January 2, 2018, without having first obtained either an Eligible Facility Permit or a Special Use Permit for Wireless Telecommunications Facilities prior to the application for a building permit. Notwithstanding anything to the contrary in this section, no Permits for Wireless Telecommunications Facilities shall be required for those non-commercial exclusions noted in Section 13-7.
- b. All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before January 2, 2018, shall be allowed to continue as they existed, provided however, that any visible modification of an existing Wireless Telecommunications Facility will require the complete facility and any new installation to comply with this Article 13.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- c. Any Repair and Maintenance of a Wireless Telecommunications Facilities does not require an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

### **13-7 Exclusions**

The following shall be exempt from Article 13:

- a. The City's fire, police, department of transportation or other public service facilities owned and operated by the local government.
- b. Any facilities expressly exempt from the City's siting, building and permitting authority.
- c. Over-the-Air reception Devices including the reception antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end antennas that receive and transmit fixed wireless signals that are primarily used for reception.
- d. Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications.
- e. Facilities used exclusively for providing unlicensed spread spectrum technology i.e. Bluetooth or a 'Hot Spot', where the facility does not require a new tower, where the service is not to be used for commercial purposes, where there is no fee or charge for the use of the service and where the service is intended to be useable for less than 200'.
- f. Small Wireless Facilities located in a right-of-way. Said right-of-way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act and by Article 13 and Article 15 of the Columbus Land Development Ordinance.

### **13-8 Eligible Facility Permit and Special Use Permit Application and Other Requirements.**

- a. All Applicants for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities or any modification of such facility shall comply with the requirements set forth in Article 12 and Article 13, Part A, of the Zoning Ordinance. Applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities must be made pursuant to Article 12 and Article 13, Part A, of the Zoning Ordinance. Upon the recommendation from the Planning Commission, the City Council is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities. The City may at its discretion delegate or designate other official agencies or officials of the City to review, analyze, evaluate and make recommendations to the Planning Commission and the City Council concerning matters involving Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities.
- b. All applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be filed with the Community Development office pursuant to Section 12-3.
- c. The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- d. No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the City, and the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities has been issued.
- e. Any and all representations made by the Applicant to the City on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the City.
- f. An Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
- g. The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the applicant owns the site, a copy of the ownership record is required.
- h. The Applicant shall include a statement in writing:
  - 1. That the applicant's proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State and Federal Laws, rules, and regulations;
  - 2. That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.
- i. Where a certification is called for in Article 13, such certification shall bear the signature and seal of a Registered Professional licensed in the State.
- j. In addition to all other required information as stated in Article 13, all applications for the construction or installation of new Wireless Telecommunications Facilities or modification of an existing facility shall contain the information hereinafter set forth.
  - 1. A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
  - 2. Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the City. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage; for a new tower drive test data is required. If documentation is provided by the applicant that this site qualifies as an Eligible Facility, proof of need is not required;

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

3. The name, address and phone number of the person preparing the report;
4. The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different than the applicant, provide name and address of the tower owner;
5. The postal address and tax map parcel number of the property;
6. The Zoning District or designation in which the property is situated;
7. Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;
8. The location of nearest residential structure;
9. The location, size and height of all existing and proposed structures on the property which is the subject of the Application;
10. The type, locations and dimensions of all proposed and existing landscaping, and fencing;
11. The azimuth, size and center-line height location of all proposed and existing antennae on the supporting structure;
12. The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;
13. The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users;
14. A site plan describing the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;
15. The frequency, modulation and class of service of radio or other transmitting equipment;
16. The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;
17. Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;
18. A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;
19. A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;
20. A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- k. The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the proposed new Tower or existing structure intended to support wireless facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing structure or building where the application increases the height of the structure or building. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA, and any related correspondence shall be provided with the application.
- l. Additional requirements for an Application for New Tower.
  - 1. In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other structures within the City. Copies of written requests and responses for shared use shall be provided to the City in the Application, along with any letters of rejection stating the reason for rejection.
  - 2. In order to better inform the public, in the case of a new Telecommunication Tower, the Applicant shall, prior to the public hearing on the application, hold a “balloon test”. The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three (3) foot in diameter brightly colored balloon at the maximum height of the proposed new Tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the City. The Applicant shall inform the City, in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four consecutive hours sometime between 7:00 am and 4:00 pm on the dates chosen. The primary date shall be on a weekend, but in case of poor weather on the initial date, the secondary date may be on a weekday. A report with pictures from various locations of the balloon shall be provided with the Application.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

3. The Applicant shall examine the feasibility of designing the proposed Tower to accommodate future demand for at least four (4) additional commercial applications, for example, future co-locations. The Tower shall be structurally designed to accommodate at least four (4) additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:
  - (a) The foreseeable number of FCC licenses available for the area;
  - (b) The kind of Wireless Telecommunications Facilities site and structure proposed;
  - (c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;
  - (d) Available space on existing and approved Towers.
4. Upon completing construction and before the issuance of the Certificate of Compliance, to ensure the tower was constructed as permitted, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
5. The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:
  - (a) Respond within 60 days to a request for information from a potential shared-use Applicant;
  - (b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;
  - (c) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference;
  - (d) Failure to abide by the conditions outlined above may be grounds for revocation of the Special Use Permit for Wireless Telecommunications Facilities.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- m. The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, city, state and federal structural requirements for loads, including wind and ice loads.
- n. If application is for a co-location or modification on an existing Tower, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
- o. All proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, given the facts and circumstances involved and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.
- p. If the application is for a new Tower, a new Antenna attachment to an existing structure, or modification adding to a visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:
  - 1. If a new Tower or increasing the height of an existing structure is proposed, a computer generated “Zone of Visibility Map” at a minimum of one mile radius from the proposed structure, with and without foliage shall be provided to illustrate locations from which the proposed installation may be seen.
  - 2. Pictorial representations of “before and after” (photo simulations) views from key viewpoints both inside and outside of the City as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed structure.
  - 3. A written description of the visual impact of the proposed facility including; and as applicable the Tower base, guy wires, fencing and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.
- q. The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and structures of the proposed Wireless Telecommunications Facility.
- r. The Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of stealth or concealment technology as may be required by the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- s. All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the City, including specifically, but not limited to, the most recently adopted versions of the National Electrical Safety Code and the National Electrical Code where appropriate.
- t. At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.
- u. All Wireless Telecommunications Facilities shall be constructed, operated, maintained, repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the City, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
- v. A holder of an Eligible Facility Permit or Special Use Permit for a Wireless Telecommunications Facilities granted under Article 13, shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the City or other governmental entity or agency having jurisdiction over the applicant.
- w. There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.
- x. An Applicant shall submit to the City the number of completed Applications determined to be needed.
- y. The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall notify the City of any intended Modification of a Wireless Telecommunication Facility and shall apply to the City to modify, relocate or rebuild a Wireless Telecommunications Facility.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### 13-9 Location of Wireless Telecommunications Facilities

Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority of selection and ten (10) being the lowest priority.

- (1) On existing Towers or other structures on city owned properties, including the right-of-way.
  - (2) On existing Towers or other structures on other property in the City.
  - (3) A new Tower on City-owned properties, including the right-of-way.
  - (4) A new Tower on property in areas zoned MH, "General Industrial District."
  - (5) A new Tower on property in areas zoned ML/C-1, "Light Industrial District."
  - (6) A new Tower on property in areas zoned AG, "Agricultural District."
  - (7) A new Tower on property in areas zoned B-2, "General Commercial District."
  - (8) A new Tower on property in areas zoned B-1, "Central Business District."
  - (9) A new Tower on property in areas zoned "O", "Office District", LC, "Limited Commercial District", UC, "Urban Commercial District."
  - (10) A new Tower on property in areas zoned RR, "Rural Residential District", R-1, "Single-Family Residential District", R-2, "Urban-Family Residential District", R-3, "Multiple-Family Residential District", and NTR, "Non-Traditional Residential District."
- b. If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.
  - c. An Applicant may not by-pass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the City why co-location is commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.
  - d. Notwithstanding the above, the City may approve any site located within an area in the above list of priorities, provided that the City finds that the proposed site is in the best interest of the health, safety and welfare of the City and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- e. The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the Application.
- f. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the City may disapprove an Application for any of the following reasons:
  - 1. Conflict with safety and safety-related codes and requirements;
  - 2. Conflict with the historic nature or character of a neighborhood or historical district;
  - 3. The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;
  - 4. The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the City, or employees of the service provider or other service providers;
  - 5. Conflicts with the provisions of Article 13.

### **13-10 Shared Use of Wireless Telecommunications Facilities and Other Structures**

- a. The City, as opposed to the construction of a new Tower, shall prefer locating on existing Towers or others structures without increasing the height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within two (2) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used.
- b. An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.
- c. Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

### **13-11 Height of Telecommunications Towers**

- a. The Applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies
- b. Must include all backup data used to perform at requested height and a minimum of ten (10') feet lower height to allow verification of this height need. Such documentation will be analyzed in the context of the justification of the height needed to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown. The height limitations in this section shall supersede the height limitations set forth in Article 12.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- c. No Tower constructed after the effective date of Article 13, including allowing for all attachments, shall exceed that height which shall permit operation without required artificial lighting of any kind in accordance with city, state, and/or any federal statute, law, local law, city ordinance, code, rule or regulation.

### **13-12 Visibility of Wireless Telecommunications Facilities**

- a. Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.
- b. Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of Article 13.
- c. If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

### **13-13 Security of Wireless Telecommunications Facilities**

All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- a. All Antennas, Towers and other supporting structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and
- b. Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

### **13-14 Signage**

Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. RF radiation warning signage shall be posted on all four sides of the compound. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On tower sites, an FCC registration sign as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

### **13-15 Lot Size and Setbacks**

All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunications Facility structure plus ten percent (10%) of the height of the Tower or structure, or the existing setback requirement of the underlying Zoning District, whichever is greater. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-16 Retention of Expert Assistance and Reimbursement by Applicant**

- a. The City may hire any consultant and/or expert necessary to assist the City in reviewing and evaluating the Application, including the construction and modification of the site, once permitted, and any site inspections.
- b. An Applicant shall deposit with the City escrow funds sufficient to reimburse the City for all costs of the City's consultant in providing expert evaluation and consultation to any agency of the City in connection with the review of any Application, including where applicable, the lease negotiation, the pre-approval evaluation, and the construction and modification of the site, once permitted. The initial deposit required for a new tower or facility is \$8,500, and for an eligible facility is \$5,000, unless said amount has been modified by City Council Resolution. The placement of the Initial Deposit with the City shall precede the pre-application meeting. The City will maintain a separate escrow account for all such funds. The City's consultants/experts shall invoice the City for its services related to the Application. If, at any time during the process this escrow account has a balance less than 30% of the Initial Deposit, (the Minimum Escrow Account Balance), the Applicant shall immediately, upon notification by the City, replenish said escrow account so that it has a balance of at least 50% of the Initial Deposit (the Replenished Escrow Account Balance). Such additional escrow funds shall be deposited with the City before any further action or consideration is taken on the Application. The Initial Deposit, Escrow Account Balance and Replenished Escrow Balance amounts may be modified by resolution of the Columbus City Council. In the event that the amount held in escrow by the City is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the Applicant, be promptly refunded to the Applicant. If notified by the City that additional escrow is required, the Applicant may request copies of Consultants' and/or experts' invoices. If the Applicant finds errors in those invoices, Applicant may ask the City to audit those specific items for reasonableness and may request relief there from if not deemed reasonable by the City.
- c. Notwithstanding the above, there shall be a cap of \$17,000 as to the total consultant fees to be charged to applicant in a case. The foregoing does not prohibit the City from imposing additional reasonable and cost based fees for costs incurred should an applicant amend or change its application and the fee cap shall not apply as to any fees which the City determines to be attributable to the dilatory or otherwise bad faith actions of Applicant in providing a complete application or in proceeding with a public hearing.
- d. The total amount of the funds needed as set forth in subsection (B) of this section may vary with the scope (lease negotiations and/or review) and complexity of the project, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.

### **13-17 Public Hearing and Notification Requirements**

The procedure for obtaining a Special Use Permit for Wireless Telecommunications Facilities shall follow the procedure set forth in Section 12-3 of the Columbus Zoning Ordinance with the exception that no public hearing or notifications are required for Eligible Facility applications.

The procedures of Article 12 are amended for purposes of Special Use Permits for Wireless Telecommunication Facilities to require written notice of such public hearing to be given to the owners of all real estate located within 500 feet instead of 300 feet of the real estate, which is the subject of the Special Use Permit for Wireless Telecommunication Facilities.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-18 Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities**

- a. The City will undertake a review of an Application pursuant to the Special Use Permit procedure of Section 12-3 and shall act within a reasonable period of time given the relative complexity of the Application and the circumstances, with due regard for the public's interest and need to be involved, and the Applicant's desire for a timely resolution.
- b. Except as modified herein, the Special Use Permit Procedure of Article 12 of the Zoning Ordinance shall be followed. The decision of the City Council shall be set forth in the minutes and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of a Special Use Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- c. If the City does not approve the Special Use Permit for Wireless Telecommunications Facilities or if such an ordinance fails to pass, then the Applicant shall be notified of such non-approval or failure to pass, in writing, within ten (10) calendar days of the City's action.

### **13-19 Action on an Application for an Eligible Facility Permit for Wireless Telecommunications Facilities**

- a. Authorization of an Eligible Facility Permit. For any Eligible Facility Permit application, a complete application shall be approved by the Community Development Director or his or her designee only if he or she determines that such complete application is in compliance with Article 13.
- b. The burden of proof for the granting of an Eligible Facility Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- c. If the City does not approve the Eligible Facility Permit for Wireless Telecommunications Facilities, then the Applicant shall be notified of such non-approval or failure, in writing, within ten (10) calendar days of the City's action.

### **13-20 Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities.**

The extent and parameters of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be as follows:

- a. Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall not be assigned, transferred or conveyed without the express prior written notification to the City.
- b. Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may, following a hearing upon due prior notice to the Applicant, be revoked, canceled, or terminated for a violation of the conditions and provisions of the Eligible Facility or Special Use Permit, or for a material violation of Article 13, after prior written notice to the holder of the Special Use Permit.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-21 Application Fee**

At the time that a Person submits an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for a new Tower, such Person shall pay a non-refundable application fee therefor to the City in an amount as set by resolution by the Columbus City Council. If the Application is for an Eligible Facility Permit or Special Use Permit which involves modifying or co-locating on an existing Tower or other suitable structure, where no increase in height of the Tower or structure is required, or for a temporary facility the non-refundable fee shall be in an amount as therefor set by resolution by the Columbus City Council.

### **13-22 Small Cell / DAS Facilities**

Small Cell Facilities have the potential to require either an Eligible Facilities Permit or a Special Use Permit depending on the proposed facility. The information required for an Eligible Facility or a Special Use Permit is required as outlined in Article 13.

Batch applications can be submitted to expedite the permitting process. Applicant will be required to maintain the Minimum Escrow Account Balances. The total amount of the funds needed may vary with the scope and complexity of the project. The Cap established in Section 13-16 does not apply for batch applications.

### **13-23 Performance Security**

The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at its cost and expense, be jointly required to execute and file with the City a bond, or other form of security acceptable to the City as to type of security and the form and manner of execution, in an amount of at least \$75,000 for a Tower facility and \$25,000 for a co-location on an existing tower or other structure and with such sureties as are deemed sufficient by the City to assure the faithful performance of the terms and conditions of Article 13, and conditions of any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13. The full amount of the bond or security shall remain in full force and effect throughout the term of the Special Use Permit for Wireless Telecommunications Facilities and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Eligible Facility Permit or Special Use Permit, for Wireless Telecommunications Facilities.

### **13-24 Reservation of Authority to Inspect Wireless Telecommunications Facilities**

In order to verify that the holder of a Special Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including towers and antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, laws, ordinances and regulations and other applicable requirements, the City may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and buildings or other structures constructed or located on the permitted site.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-25 Liability Insurance**

- a. A holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Special Use Permit for Wireless Telecommunications Facilities in amounts as set forth below:
  1. Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
  2. Automobile Coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate;
  3. Workers Compensation and Disability: Statutory amounts.
- b. For a Wireless Telecommunications Facility on City property, the Commercial General Liability insurance policy shall specifically include the City and its officers, Councils, employees, committee members, attorneys, agents and consultants as additional insureds.
- c. The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.
- d. The insurance policies shall contain an endorsement obligating the insurance company to furnish the City with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
- e. Renewal or replacement policies or certificates shall be delivered to the City at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
- f. Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Special Use Permit, the holder of the Eligible Facility Permit or Special Use Permit shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-26 Indemnification**

- a. Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to Article 13, Part A, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City, and its officers, Councils, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.
- b. Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the City itself applies for and secures an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

### **13-27 Fines**

- a. In the event of a violation of Article 13, or any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A, the City may impose and collect, and the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall pay to the City, fines or penalties as set forth below.
- b. The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities failure to comply with provisions of Article 13, Part A,, shall constitute a violation of Article 13, Part A, and shall subject the Applicant to the code enforcement provisions and procedures as provided in Section 12-14 of the Columbus Land Development Ordinance, Zoning Article of the City of Columbus and Article 86 of Nebraska Revised Statutes.
- c. Notwithstanding anything in Article 13, Part A, the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with Article 13, or any section of Article 13. An attempt to do so shall subject the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities to termination and revocation of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities. The City may also seek injunctive relief to prevent the continued violation of Article 13, without limiting other remedies available to the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-28 Default and/or Revocation**

If a Wireless Telecommunications Facility is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of Article 13, or of the Eligible Facility Permit or Special Use Permit for Wireless Communications Facilities, then the City shall notify the holder of the Eligible Facility Permit or Special Use Permit in writing of such violation. A Permit holder in violation may be considered in default and subject to fines as set forth in Section 13-27 and if a violation is not corrected to the satisfaction of the City in a reasonable period of time said Eligible Facility Permit or Special Use Permit is subject to revocation.

### **13-29 Removal of Wireless Telecommunications Facilities**

- a. Under the following circumstances, the City may determine that the health, safety, and welfare interests of the City warrant and require the removal of Wireless Telecommunications Facilities.
  1. Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall commence within 90 days;
  2. Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;
  3. Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or any other necessary authorization and the Eligible Facility or Special Permit for Wireless Telecommunications Facilities may be revoked.
- b. If the City makes such a determination as noted in subsection (A) of this section, then the City shall notify the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the City may approve an interim temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.

The holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the City. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- c. If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit for Wireless Communications Facilities holder has received notice, then the City may order officials or representatives of the City to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities holder.

If the City removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the City may take steps to declare the Wireless Telecommunications Facilities abandoned and sell them and their components.

- d. Notwithstanding anything in this Section to the contrary, the City may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more than ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, subject to approval of the City, and an agreement to such plan shall be executed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities and the City. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the City may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

### **13-30 Relief**

Any Applicant desiring relief, waiver or exemption from any aspect or requirement of Article 13, may request such, provided that the relief or exemption is contained in the submitted Application for either a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or in the case of an existing or previously granted Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities a request for modification of its Tower and/or facilities. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption, it will have no significant effect on the health, safety and welfare of the City, its residents and other service providers.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-31 Periodic Regulatory Review by the City**

- a. The City may at any time conduct a review and examination of Article 13.
- b. If after such a periodic review and examination of this Ordinance, the City determines that one or more provisions of Article 13, should be amended, repealed, revised, clarified, or deleted, then the City may take whatever measures are necessary in accordance with applicable Law in order to accomplish the same. It is noted that where warranted, and in the best interests of the City, the City may repeal Article 13, at any time.
- c. Notwithstanding the provisions of subsections (A) and (B) of this Section, the City may at any time and in any manner (to the extent permitted by Federal, State, or local law), amend, add, repeal, and/or delete one or more provisions of this Article 13.

### **13-32 Adherence to State and/or Federal Rules and Regulations**

- a. To the extent that the holder of a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.
- b. To the extent that applicable rules, regulations, standards, and provisions of any state or federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, then the holder of such an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

### **13-33 Adherence to International Building Code**

To the extent applicable, the holder of an Eligible Facility Permit or a Special Use Permit for Wireless Communication Facilities shall adhere to the latest version of the International Building Code adopted by the City of Columbus and towers shall be reviewed under the Structure Class III Standards as currently defined in TIA/EIA-222-G.

### **13-34 Conflict with Other Laws**

Where Article 13, differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the city, state or federal government, Article 13, shall apply.

### **13-35 Effective Date**

Article 13, shall be effective immediately upon passage and publication, pursuant to applicable legal and procedural requirements.

**CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES  
SITING ORDINANCE**

**13-36 Authority**

Article 13, is enacted pursuant to applicable authority granted by the state and federal government.

**13-37 to 13-39 Reserved for Future Use.**

# CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

## : PART B - SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY

### 13-40 Title

Article 13, Part B, shall be known and cited as “Small Wireless Facilities in the Right-of-Way” for the City of Columbus, Nebraska, and herein referred to as Article 13, Part B.

### 13-41 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part B, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part B, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

### 13-42 Definitions

For purposes of Part B of this Article, the definitions of this Section shall apply.

“**Antenna**” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

“**Applicable Codes**” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with the Small Wireless Facilities Deployment Act, Neb. Rev. Stat. Section 86-1201 et seq., and to the extent such codes have been adopted by the City and are generally applicable in the City.

“**Applicant**” means any person who submits an application and is a wireless provider.

“**Application**” means a written request submitted by an applicant to the City for (1) a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) a permit for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.

“**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.

“**Collocate**” or “**collocation**” means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. Neither “collocate” nor “collocation” includes the installation of a new utility pole or new wireless support structure in the right-of-way.

“**Communications facility**” means the set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.

“**Communications network**” means a network used to provide communications service.

“**Communications service**” means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.

“**Communications service provider**” means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.

“**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.

“**FCC**” means the Federal Communications Commission.

“**Fee**” means a one-time nonrecurring charge.

“**Historic District**” means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.

“**Law**” means federal, state, or local law, statute, common law, code, rules, regulation, order, or ordinance.

“**Make-ready work**” generally means the modification or replacement of a City pole or associated lines, including the installation of guys and anchors on the same, required to accommodate a small wireless facility.

“**Microwireless facility**” means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.

“**Permit to occupy the right-of-way**” means a written authorization from the City issued pursuant to this Article which allows an applicant to site, place, construct, operate, maintain, repair, remove, modify, or prepare one or more small wireless facilities in the City’s rights-of-way.

“**Person**” means an individual, a corporation, a limited liability company, partnership, an association, a trust, or any other entity or organization.

“**Pole**” means as a utility, lighting, or similar pole made of wood, concrete, metal, or other material, located or to be located within the right-of-way.

“**Public power supplier**” means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.

“**Rate**” means a recurring charge.

“**Right-of-way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

“**Routine maintenance**” means any inspections, tests, or repairs that (1) maintain a functional capacity, aesthetic standards, or structural integrity of a small wireless facility and

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

the associated utility pole or wireless support structure and (2) do not impede, damage, or disturb any portion of the right-of-way.

**“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

**“Technically feasible”** means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.

**“Utility pole”** means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. “Utility Pole” does not include (1) wireless support structures or (2) any transmission infrastructure owned or operated by a public power supplier.

**“Wireless facility”** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (1) equipment associated with wireless communications and (2) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. “Wireless facility” does not include the structure or improvements on, under, or within the equipment, which is collocated; coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna; or a wireline backhaul facility.

**“Wireless infrastructure provider”** means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.

**“Wireless provider”** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.

**“Wireless services”** means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.

**“Wireless services provider”** means a person who provides wireless services.

**“Wireless support structure”** means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. Wireless support structure does not include a utility pole.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

“**Wireline backhaul facility**” means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

### **13-43 Purpose and Scope**

This Article supplements the generally applicable right-of-way permitting provisions in Article 15 with specific provisions for the placement, permitting, and use of small wireless facilities in the City’s right-of-way. In the event of a conflict between Article 15 and this Article, this Article shall control. This Article is intended to comply with the Small Wireless Facilities Deployment Act as adopted by the 106<sup>th</sup> Nebraska Legislature First Session, referred to in this Article as the “Act”. Nothing in this Chapter shall restrict any authority of the City as provided in the Act.

A. *Applicability of this Article.* No person shall site, place, construct, operate, maintain, repair, remove, modify, or prepare any small wireless facility, any wireless support structure, any utility pole built or modified solely to accommodate a small wireless facility, or any other structure built solely to support a wireless facility, in the City’s right-of-way, without first having received a permit from the City to occupy right-of-way pursuant to Article 15. Any small wireless facility, wireless support structure, or any utility pole or other structure built or modified solely to support a wireless facility, which is located outside the City’s right-of-way, is not subject to this Article; however, such facilities and structures are subject to the City’s Zoning Ordinance.

B. *Exceptions and Limitations.*

Notwithstanding subsection (A) above, the City shall not require an application, permit, or other approval or charge fees or rates for (a) routine maintenance of small wireless facilities; (b) replacement of small wireless facilities with small wireless facilities that are substantially similar in weight or windage or the same size or smaller; or (c) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between existing utility poles in compliance with the National Electrical Safety Code; provided, in all such cases, the City may require a permit to occupy the right-of-way for work that exceeds the original weight or windage or that requires excavation or closing of sidewalks or vehicular lanes within the right-of-way for such activities.

- a. Nothing in this Article shall be construed (a) to allow any entity to provide communications services without complying with all laws applicable to such providers or (b) to authorize collocation, installation, placement, maintenance, or operation of any communications facility, including a wireline backhaul facility, other than a small wireless facility or a utility pole, in a right-of-way.
- b. Except as provided in Article 13, Part B, a wireless provider shall have the right, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way so long as such facilities and poles do not obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by utilities or the safe operation of their systems or provision of service.
- c. Article 13, Part B, Section 13-44 to Section 13-47 shall not apply to public power suppliers or to the collocation of small wireless facilities on utility poles owned, operated, or managed by a public power supplier.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### 13-44 Permits to Occupy the Right-of-Way

#### a. Application for Permits.

1. Applications for permits to occupy the right-of-way are available from the Community Development Office. Completed applications shall be submitted to the City's On-line permit application process. In addition to the information required by Section 15-3, applicants shall submit the following information with each completed application:
  - (a) an attestation that the small wireless facilities covered by the application will be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date unless a delay is caused by lack of commercial power or communications transport facilities to the site; and
  - (b) an attestation that each proposed small wireless facility satisfies each of the aesthetic and design standards set forth in Article 15, Section 15-5, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7; and
  - (c) for any small wireless facilities collocated on utility poles or wireless support structures owned, operated, or managed by a person other than the City or a public power supplier, a copy of the authorization of such person consenting the application; and
  - (d) if the collocation of the small wireless facility is on utility poles owned, operated, or managed by a public power supplier pursuant to a negotiated pole attachment agreement as provided in Neb. Rev. Stat. §86-1244(1), then a copy of said agreement; and
  - (e) all permit fees required under Section 15-4; and
  - (f) information directly related to the impairment of wireless service in the immediate area; and
  - (g) construction and engineering drawings and information demonstrating compliance with the criteria set forth in Section 13-44; and
2. An applicant that collocates a small wireless facility within the City right-of-way or on a utility pole assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way, except to the extent such loss or damage is due to or caused by the negligence or willful misconduct of the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

3. An applicant may file a consolidated application for up to five individual small wireless facilities instead of filing a separate application for each such facility. An applicant shall submit the information required under Section 15-3 for each small wireless facility covered by a consolidated application; otherwise, the applicant may submit a single set of documents that apply to all of the small wireless facilities covered by such a consolidated application. Each small wireless facility within a consolidated application shall be subject to individual review; provided, that a decision regarding all small wireless facilities shall be rendered in a single determination by the Community Development Director, or his designee and provided further that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole.
- b. Review of Permits.
1. Within 20 days after receiving an application, the Community Development Director, or his or her designee, shall determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline set forth in subsection (B)(2) below shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a resubmission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled (a) if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 13-48 or (b) by agreement between the City and the applicant.
  2. Unless tolled, the City will process an application no later than 90 days after receiving it. Subject to the tolling under subsection b.1 above, the application shall be deemed approved if the City fails to approve or deny the application within 90 days after receipt of the same. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. Upon mutual agreement between the applicant and the City, the City may extend the period for consideration of an application for 30 days.
  3. The City may propose technically feasible alternative utility pole locations; provided, the City shall not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole. The wireless provider shall cooperate with the City to address the City's reasonable proposal.  
  
The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit and shall be for a period not less than five years.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- c. Denial of Permit Applications.
1. The City may deny an application for a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole that meets the requirements of this Article 13, Part B, if the proposed operation: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in Article 15 of the Columbus Land Development Ordinance; (e) fails to comply with applicable codes of general applicability which do not apply exclusively to wireless facilities; (f) fails to comply with the aesthetic and other design requirements set forth in Article 15, Section 13-46 and Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the wireless provider obtains the written consent of the public power supplier that owns or manages the electrical conductor.
  2. The City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based, and send such documentation to the applicant on or before the date the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee, and the City shall have 30 days after receiving such resubmitted application to approve or deny the same; provided, such review shall be limited to deficiencies cited in the City's denial.
- d. *Issuance of Permits.* All permits to occupy the right-of-way issued under this Article are issued subject to the conditions set forth in Section 15-3 and, in addition thereto, the following conditions:
1. The small wireless facilities covered by the application shall be operational for use by a wireless services provider no later than one year after the later of the completion of all make-ready work or the permit issuance date; provided, upon applicant's request, the City (a) shall grant a one-time extension for up to nine months if the applicant demonstrates that the delay is caused by the lack of commercial power to communications transport facilities to the site and (b) may grant one or more additional extensions on such terms as mutually agreed upon by the City and applicant.
  2. The City may reserve space on the City's poles and the applicant shall cooperate with the City in any such reservation, except that the City shall first notify the applicant in writing that it is interested in reserving such pole space or sharing the trenches or bores in the area where the collocation is to occur. The applicant shall allow the City to place its infrastructure in the applicant's trenches or bores or on the utility pole as requested by the City, except that the City shall incur the incremental costs of placing the conduit or infrastructure as requested. The City shall be responsible for maintaining its facilities in the trenches and bores and on the City's pole.
- e. *Renewal of Permits.* The City shall renew a permit issued hereunder for an equivalent duration as long as the applicant is in compliance with the criteria set forth in Section 13-44 as such criteria existed at the time the permit was granted.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-45 Rates**

- a. *Applicability of Section.* The fees and taxes set forth in this Section shall apply to permits issued hereunder in lieu of the fees and taxes set forth in Section 15-4.
- b. *Application Fees.* For each collocation of a small wireless facility on an existing or replacement City pole, the applicant shall pay the City the small wireless facility collocation application fee in the amount set forth in the Schedule of Fees. For each installation, modification, or replacement of a utility pole and the collocation of an associate small wireless facility on such pole, the applicant shall pay the City the small wireless facility site application fee in the amount set forth in the Schedule of Fees.
- c. *Occupation Tax.* If applicable to applicant, the applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided in Chapter 111 of the Columbus City Code. If applicant is not required to pay an occupation tax under said Chapter, applicant shall pay the City the rate of \$250 per small wireless facility per year.
- d. *City Pole Rate.* For each City pole on which the applicant collocates a small wireless facility, the applicant shall pay annually the City pole rate in the amount set forth in the City's Schedule of Fees.
- e. Make Ready Work Fees.

### **13-46 Aesthetic and Design Standards**

The purpose of the standards set forth in this Section is to supplement the aesthetic and design standards set forth in Section 15-5. All small wireless facilities in the right-of-way to which Article 13, Part B, applies, shall comply with each standard set forth in in Section 15-5 and those set forth in this Section 13-46.

- a. *Spacing of Ground Mounted Equipment and New Utility Poles.* All proposed ground mounted facilities and new utility poles shall be located pursuant to the spacing requirements of Section 15-5 from any other small wireless facility, provided, however, that such spacing requirements shall not prevent a wireless provider from serving any location.
- b. *Additional Design Rules for Pole-Mounted Facilities.* All small wireless facilities proposed to be mounted on utility poles shall conform to the following guidelines:
  1. To the maximum extent technically feasible, and provided the limits of a small wireless facility are not exceeded, all antennae and all of each antenna's exposed elements and shroud transitions shall be mounted at the top of the proposed pole and shall be enclosed within a single cylindrical antenna shroud which (a) reasonably color-matches the pole; (b) should have a diameter no greater than 14 inches; (c) should have a uniform diameter once transitioned from the pole shaft; (d) should include only visually concealed cables, wires, and other components; and (e) should be no greater than 6 feet in height;
  2. All components of the facility, other than those described in subsection (B)(1) above, shall be placed below grade to the maximum extent technically feasible and, when undergrounding is not technically feasible, shall be fully enclosed with a base shroud that: (a) is structurally sound to fully support the pole while maximizing equipment volume; (b) is cylindrical and is as small as technically feasible with a maximum consistent diameter of 30 inches; (c) does not exceed a height of six feet from mounting surface; (d) reasonably matches pole color and finish; and (e) is as solid as feasible to visually conceal and lock all contents and wiring; and

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

3. Subject to the placement and other requirements in subsections (B)(1) and (B)(2) above, any components of a freestanding facility that are attached to support poles must be mounted so that all parts are at least seven feet or higher above adjacent surface grade.
- c. Height Restrictions.
1. Any new or modified utility pole installed in a right-of-way shall not exceed the greater of (a) 5 feet in height above the tallest existing utility pole located within 500 feet of the new utility pole in the same right-of-way or (b) 50 feet above ground level.
  2. New small wireless facilities in a right-of-way shall not extend more than the greater of (a) 50 feet in height, including antennae, or (b) more than 5 feet above an existing utility pole in place as of September 1, 2019 and located within 500 feet in the same right-of-way.
  3. The City shall have the right, at its sole discretion, to consider and approve an application to install a utility pole or wireless support structure that exceeds the height limits in this subsection (C); provided, any facility which exceeds the height restrictions set forth in the definition of "small wireless facility" provided in Section 13-42 shall also be subject to the City's Zoning Ordinance.
- d. *Decorative Poles (Streetlights)*. If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall first be collocated on such poles at intersections as combination poles with streetlights, with poles mid-block as secondary sites so that removal of decorative streetlights mid-block is minimized and preservation of the intended decorative aesthetics is maximized. The City may, in its discretion authorize the replacement of a decorative pole but any replacement pole shall strictly conform to the design aesthetics of the decorative pole being replaced.

### **13-47 Independent Technical and Legal Review**

In the event applicant is requesting make ready work on City poles, the City may request a deposit for such make ready work based on a good faith estimate.

### **13-48 Relief**

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of the Columbus Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

### **14 ARTICLE FOURTEEN: SEXUALLY ORIENTED BUSINESS**

#### **14-1 Purpose and Intent**

It is the purpose of this section to regulate sexually oriented businesses to promote the health, safety, morals and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the concentration of sexually oriented businesses within the city's jurisdiction. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent or effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

#### **14-2 Definitions**

As used in this section, the following terms shall have the meanings indicated:

- a. ADULT ARCADE – Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion-picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas.”
- b. ADULT BOOKSTORE or ADULT VIDEO STORE – A commercial establishment which as one of its principal business purposes offers for sale or rental for any form of consideration any one or more of the following:
  1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes or video reproductions, slides or other visual representations which depict or describe “specified sexual activities” or “specified anatomical areas”; and/or
  2. Instruments, devices or paraphernalia which are designed for use in connection with “specified sexual activities.”
- c. A commercial establishment is not exempt from being categorized as an “Adult Bookstore” or “Adult Video Store” so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe “specified sexual activities” or “specified anatomical areas.”
- d. ADULT CABARET – A night club, bar, restaurant or similar commercial establishment which regularly features:
  1. Persons who appear in a state of nudity; or
  2. Live performances which are characterized by the exposure of “specified anatomical areas” or by “specified sexual activities”; or
  3. Films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- e. ADULT MOTEL – A hotel, motel or similar commercial establishment which:
  - 1. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, digital video discs or other electronic media, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or
  - 2. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
  - 3. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.
- f. ADULT MOTION-PICTURE THEATER – A commercial establishment where, for any form of consideration, films, motion pictures, videocassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."
- g. ADULT STORE – A commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration instruments, devices, "adult toys," or paraphernalia which are designed for use in connection with "specified sexual activities."
- h. A commercial establishment is not exempt from being categorized as an "Adult Store" so long as one of its principal business purposes is the offering for sale of instruments, devices, "adult toys," or paraphernalia which are designed for use in connection with "specified sexual activities."
- i. ADULT THEATER – A theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."
- j. BUSINESS – An enterprise or entrepreneurial activity located in the City of Columbus' jurisdiction, which includes all types of vocations, occupations, professions, enterprises, establishments (including sales of tangible personal property and furnishing of services), together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit, gain, pecuniary benefit or advantage, either directly or indirectly.
- k. CHIEF OF POLICE – The Chief of Police of the City of Columbus or its designated agent.
- l. CITY – City of Columbus, Nebraska located in Platte County.
- m. CITY COUNCIL – The City Council of the City of Columbus, Nebraska.
- n. EMPLOYEE – Means a person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage, or other compensation by the operator of said business.
- o. ESCORT – A person who, for consideration, agrees or offers to act as a companion, guide or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- p. ESCORT AGENCY -- A person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes, for a fee, tip or other consideration.
- q. ESTABLISHMENT -- Includes any of the following:
  - 1. The opening or commencement of any sexually oriented business as a new business.
  - 2. The conversion of any existing business, whether or not a sexually oriented business, to any sexually oriented business.
  - 3. The addition of any sexually oriented business.
  - 4. The relocation of any sexually oriented business.
- r. EXPIRATION DATE – Shall mean midnight of the date one (1) year after the license was issued.
- s. LICENSEE – Any person, individual, partnership, corporation, firm, estate, trust, association, joint venture or other entity which a license to operate a sexually oriented business has been issued, as well as those listed as an applicant on the application for a license.
- t. LICENSE YEAR – The period from the date of issuance to one (1) year after the license was issued.
- u. NUDE MODEL STUDIO – Any place where a person who appears in a state of nudity or displays "specific anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed or similarly depicted by other persons who pay money or any form of consideration.
- v. NUDITY or STATE OF NUDITY:
  - 1. The appearance of a human bare buttocks, anus, male genitals, female genitals or female breasts; or
  - 2. The state of dress which fails to opaquely cover a human buttock, anus, male genitals, female genitals or areola of the female breast.
- w. OPERATES OR CAUSES TO BE OPERATED – To cause to function or to put or keep in operation. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner or licensee of the business.
- x. PERSON – An individual, proprietorship, partnership, corporation, association or other legal entity.
- y. PREMISES – All lands, structures, lodges, stores, offices, sales rooms, warehouses and the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business within the city's jurisdiction which is owned, leased or occupied by the business.
- z. PRINCIPAL BUSINESS PURPOSE (Factors Determining) – A primary factor which shall be considered in determining the "principal business purpose" shall be whether the business publicly advertises such materials either through media or signs located on the exterior of its premises or signs located inside the business that can be seen from the exterior. Additional factors which may be considered are the gross income generated by adult materials compared to over-all gross income, and the amount of floor space, both retail and storage, devoted to adult materials.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- aa. SEMI-NUDE – A state of dress in which clothing covers no more than the genitals, pubic region and areola of the female breast, as well as portions of the body covered by supporting straps or devices.
- bb. SEXUAL ENCOUNTER CENTER – A business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:
  - 1. Physical contact in the form of wrestling or tumbling between the opposite sex; or
  - 2. Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nude.
- cc. SEXUALLY ORIENTED BUSINESS – An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion-picture theater, adult theater, escort agency, nude model studio or sexual encounter center.
- dd. SPECIFIED ANATOMICAL AREAS – Shall mean and include any of the following:
  - 1. human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areola, that are not completely and opaquely covered; or
  - 2. human male genitals in a discernibly turgid state even if completely and opaquely covered.
- ee. SPECIFIED SEXUAL ACTIVITIES – Includes any of the following:
  - 1. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;
  - 2. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
  - 3. Masturbation, actual or simulated; or
  - 4. Excretory functions as part of an or in connection with any of the activities set forth in Subsections 1 through 3 above.
- ff. SUBSTANTIAL ENLARGEMENT – Of a sexually oriented business means the increase in floor area occupied by the business by more than 25% as the floor area exists.
- gg. TRANSFER OF OWNERSHIP OR CONTROL – Of a sexually oriented business means and includes any of the following:
  - 1. The sale, lease or sublease of the business;
  - 2. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means; or
  - 3. The establishment of a trust, gift or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

### **14-3 Classification**

Sexually oriented businesses are classified as they exist on the effective date of this section as follows:

1. Adult arcades;
2. Adult bookstores or adult video stores;
3. Adult cabarets;
4. Adult motels;
5. Adult motion-picture theaters;
6. Adult theaters;
7. Escort agencies;
8. Nude model studios; and
9. Sexual encounter centers.

### **14-4 Location of Sexually Oriented Businesses**

- a. All sexually oriented businesses shall be located and operated within an "ML/C-1" district with a special use permit.
- b. A sexually oriented business cannot be operated within 300 feet of:
  1. A church;
  2. A public or private elementary or secondary school;
  3. A boundary of a residential or historic district;
  4. A park or recreational trail;
  5. A property line of a lot devoted to a residential use;
  6. A hospital; or
  7. A fairgrounds.
- c. The operation, establishment, substantial enlargement or transfer of ownership or control of a sexually oriented business within 2,500 feet of another sexually oriented business is prohibited.
- d. The operation, establishment or maintenance of more than one sexually oriented business in the same building, structure or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure or portion thereof containing another sexually oriented business is prohibited.
- e. For the purposes of subsection 2 of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a church, public or private elementary or secondary school, or hospital or to the nearest boundary of an affected public park, residential district, historic district or residential lot.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- f. For purposes of subsection 3 of this section, the distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.
- g. Any sexually oriented business lawfully operating on the effective date of this chapter that is in violation of subsections 1, 2, 3, or 4 of this section shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed three years, unless sooner terminated for any reason or voluntarily discontinued for a period of 30 days or more. Such nonconforming uses shall not be increased, enlarged, extended or altered, except that the use may be changed to a conforming use. If two or more sexually oriented businesses are within 2,500 feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming.
- h. A sexually oriented business fully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a church, public or private elementary or secondary school, public park, residential district, historic district, residential lot or hospital within 300 feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application for a license is submitted after a license has expired or has been revoked.

### **14-5 Appeals, Exemption from Location Restrictions**

- 1. If the City denies the issuance of a license to an applicant because the location of the sexually oriented business establishment is in violation of Article 14, Section 14-4, then the applicant may, not later than 10 calendar days after receiving notice of the denial, file with the City Clerk a written request for an exemption from the locational restrictions of Section 14-4.
- 2. If the written request is filed with the City Clerk within the ten-day limit, the City Council, shall consider the request. The City Clerk shall set a date for the hearing within 60 days from the date the written request is received.
- 3. A hearing by the City Council may proceed if at least five of the City Council members are present. The City Council shall hear and consider evidence offered by any interested person. The formal rules of evidence do not apply.
- 4. The City Council may, in its discretion, grant an exemption from the locational restrictions of Section 14-4 if it makes the following findings:
  - (a) That the location of the proposed sexually oriented business will not have a detrimental effect on nearby properties or be contrary to the public safety or welfare;
  - (b) That the granting of the exemption will not violate the spirit and intent of this chapter of the Zoning Code;
  - (c) That the location of the proposed sexually oriented business will not downgrade the property values or quality of life in the adjacent areas or encourage the development of urban blight;
  - (d) That the location of an additional sexually oriented business in the area will not be contrary to any program of neighborhood conservation nor will it interfere with any efforts of urban renewal or restoration; and

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

(e) That all other applicable provisions of this chapter will be observed.

5. The City Council shall grant or deny the exemption by a majority vote. Failure to reach a majority vote shall result in denial of the exemption. Disputes of fact shall be decided on the basis of a preponderance of the evidence. The decision of the City Council is final.
6. If the City Council grants the exemption, the exemption is valid for one year from the date of the City Council's action. Upon the expiration of an exemption, the sexually oriented business is in violation of the location restrictions of Section 14-4 until the applicant applies for and receives another exemption.
7. If the City Council denies the exemption, the applicant may not reapply for an exemption until at least 12 months have elapsed since the date of the City Council's action.
8. The grant of an exemption does not exempt the applicant from any other provisions of this chapter other than the locational restrictions of Section 14-4.

### **14-6 Signs for Sexually Oriented Businesses**

- a. No sign for a sexually oriented business shall contain flashing lights, words, lettering, photographs, silhouettes, drawings or pictorial representations that emphasize specified anatomical areas or specified sexual activities.
- b. In addition to complying with all City of Columbus sign regulations, a sexually oriented business shall display a sign, clearly visible and legible at the entrance to the business, that gives notice of the adult nature of the sexually oriented business and of the fact that the premises is off limits to those under the age of 21 years.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

### 15 ARTICLE FIFTEEN: PERMITS TO OCCUPY THE RIGHT-OF-WAY

#### 15-1 Definitions

For purposes of this Article, the definitions of this Section shall apply.

- a. **“Applicant”** means any person submitting an application for a permit under this Article.
- b. **“Facilities”** means pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures, appurtenances, and such other objects, devices, or components.
- c. **“Franchise agreement”** means a franchise agreement, consent agreement, or similar agreement pursuant to which the City has granted a person the right to place facilities in its right-of-way.
- d. **“Right-of-way (ROW)”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement.
- e. **“Technically feasible”** means that by virtue of engineering or, if applicable, spectrum usage, the proposed placement, design, or site location of a facility can be implemented without a reduction in functionality.

#### 15-2 Purpose; Scope; Exceptions

- a. *Purpose.* This Article provides principles and procedures for the placement, construction, operation, maintenance, modification, repair, and removal of facilities in the rights-of-way. These principles and procedures are intended to protect the integrity of the City’s rights-of-way and infrastructure and to promote the safe and orderly use of the rights-of-way among all right-of-way users. To achieve these purposes, it is necessary to require permits for all right-of-way uses, except as prohibited by law, and to establish uniform and nondiscriminatory rules which govern such permits.
- b. *Scope.* This Article shall apply to all facilities located in the City’s rights-of-way, subject to the limitations in this subsection (B), the exceptions provided in subsection (C) below, and preemption by applicable state or federal law. Any person in good-standing under a current, unexpired franchise agreement may continue to use the City’s rights-of-way pursuant to the terms of such franchise agreement, unless otherwise prohibited by law, until the franchise agreement expires or is terminated. This Article shall not apply to the following right-of-way uses which are governed elsewhere as noted:
  1. Use of a right-of-way by an adjoining property owner as provided for under the Columbus Land Development Ordinance or the Columbus City Code.
  2. Use of the right-of-way by an adjacent business as approved by Resolution of the City Council or conducting other outdoor activities in the right-of-way as allowed by the Columbus City Code and approved by the City Administrator.
  3. Closure and use of a right-of-way for an event, provided such closure and use shall have been approved according to City of Columbus procedures.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

- c. *Exceptions.* The City shall not require an application, permit, or other approval or charge fees or rates under this Article for (1) routine maintenance of facilities where such maintenance is conducted by or on behalf of an applicant issued a permit for such facilities hereunder or (2) replacement of facilities with substantially similar facilities where such replacement is conducted by or on behalf of an applicant issued a permit for such facilities hereunder.

### **15-3 Permits**

- a. *Permit Required.* Unless otherwise specifically provided by law, it shall be unlawful for any person to lay, construct, operate, maintain, offer for lease, or make available for any use whatsoever, any facilities across, along, over, above, or under any public right-of-way for any private or commercial purpose unless such person has been issued a permit to occupy such right-of-way under this Article, unless said occupation is pursuant to a franchise agreement between user and the City.
- b. *Permit Applications.* Applications for permits under this Article shall be made to the City of Columbus Engineering Department. Each such application shall include the following:
1. A complete set of construction plans for all facilities to be located in the right-of-way under the permit, bundled into a single file, formatted to 11" x 17", which includes:
    - (a) the name, location, address (if available), and GPS coordinates for the facilities;
    - (b) labeled and dimensioned site plan and elevation plans of the facilities with, as applicable, key symbols, ROW lines, property lines, street information, topographical information, existing and proposed utilities, adjacent property uses, and easements;
    - (c) structural plans of the facilities signed and stamped by a professional engineer licensed in Nebraska;
    - (d) dimensions of the facilities, and a description of type, color, and finish of all visible construction materials;
    - (e) accurate visual depictions or representations of all above-ground components of the facilities;
    - (f) an applicant for a permit for a small wireless facility who is a wireless provider and submits an application for a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility shall not be required to provide more information to obtain a permit than a communication service provider that is not a wireless provider, except as directly related to the impairment of wireless service in the immediate area of the proposed wireless facility and except that an applicant may be required to include construction and engineering plans and information demonstrating compliance with the criteria set forth below in Section 15-3 and Section 13-40, Section 13-44.
    - (g) anticipated duration of project in calendar days; and
    - (h) a copy of the current Franchise Agreement which allows said applicant to occupy the right-of-way, as allowed by State law and
    - (i) proof that a flood plain development permit and approval as required by Section 5-23 and Section 5-25 of the Columbus Land Development Ordinance has been obtained, if applicable.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

2. An attestation that the proposed facilities satisfy each of the aesthetic and design standards set forth in this Article, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7.
  3. Evidence that, prior to commencement of any work in the right-of-way, pursuant to the application, the applicant will have the performance or construction bond required under this Article in place.
  4. Evidence of the applicant's insurance required under this Article.
  5. All applicable building and permit fees.
  6. The deposit, if any, requested by the City pursuant to Section 15-6 for independent technical and legal review.
  7. Such other submission requirements set forth in the City's published application form.
  8. A statement disclosing any prior permit violations:
  9. The city may deny a permit if the proposed application: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in Section 15-5; (e) fails to comply with applicable codes; (f) fails to comply with the aesthetic and other design requirements set forth in Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the applicant obtains the written consent of the public power supplier that owns or manages the electrical conductor.
- c. *Initial Review of Application; Completeness.* The City Engineer shall review the application and, within 20 days after receipt, shall notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a re-submission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 15-7 or otherwise by agreement between the City and the applicant.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

- d. *Final Review; Issuance; Denial.* Unless tolled the City will review and process the application no later than 90 days after receiving it. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. The City will notify the applicant in writing whether its application has been approved or denied. If the application is denied, the City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee.
- e. *Term and Renewal.* The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit. The applicant may apply to renew a permit issued hereunder for an equivalent duration and the City shall renew the permit for such period provided the applicant demonstrates compliance with the criteria set forth in in this Section. Applications for permit renewal may be submitted no earlier than 180 days prior to the expiration of the then current permit and no later than 90 days prior to the expiration of the then current permit. Notwithstanding the foregoing, permit renewals involving Section 13-44 of the Columbus Land Development Ordinance shall be processed in the manner provided for under applicable law including Section 13-44 of the Columbus Land Development Ordinance.
- f. *Permit Conditions.* All permits to occupy the right-of-way issued under this Article are issued subject to the following conditions, and each applicant agrees, by accepting such permit, to be bound by the same:
  1. All facilities shall be constructed, operated, maintained, repaired, removed, modified, and restored in strict compliance with all current applicable technical, safety, and safety-related codes adopted by the City, the State of Nebraska, or the federal government. The applicant shall, at its sole cost and expense, inspect, keep, and maintain its facilities in the right-of-way in safe condition, in good order and repair, and as otherwise according to best industry practices.
  2. The applicant shall, at its sole cost and expense, promptly restore the right-of-way to its original condition after it completes work related to the facilities. The City may require an applicant to repair all damage to a right-of-way directly caused by the activities of the applicant in the right-of-way and return the right-of-way to equal or better condition to that before the damage occurred. If the applicant fails to make the repairs that are reasonably required by the City within 14 days after written notice, the City may undertake such repairs and charge the applicant the cost of such repairs. The City shall grant an extension of up to 10 days to complete such repairs if the applicant requests such extension within the original 14-day period. In the event of immediate threat to life or safety or to prevent serious injury, the City may immediately undertake to restore the site and then notify of and charge the applicant for all restoration costs.
  3. Except as provided for in Section 13-44 of the Columbus Land Development Ordinance, the applicant assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

4. The applicant shall undertake only the activities enumerated in its permit to occupy the right-of-way and such permit shall not create a property right or grant authority to the applicant to infringe upon the rights of others who may own or have other interests in a right-of-way, utility easement, or other privately owned property. Except as otherwise provided in this Code or applicable state or federal law, any additions or changes to the facilities or activities enumerated in applicant's existing permit shall require a new permit.
5. Neither the applicant nor its facilities shall interfere with any traffic-control devices and other public works equipment; water, wastewater, stormwater, gas, electrical, or other public utility infrastructure; or the facilities of any other occupant of the right-of-way permitted hereunder.
6. The City shall have the right at any time to require a change of location of the facilities when in its judgement it becomes necessary or advisable as a matter of safety, or on account of a change of grade, resurfacing, repair, or reconstruction of any right-of-way. If the owner of such facilities has not moved or relocated the facilities within 30 days after the City requests the same in writing, the City may undertake such movement or relocation and charge the owner the costs of the same.
7. The City retains the right and privilege to cut or move any facilities, as the City may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the City shall notify the applicant and provide an opportunity for applicant to move its own facilities prior to cutting or removing the facilities. In all cases, the City shall notify the applicant after cutting or removing the facilities as promptly as reasonably possible.
8. The applicant shall immediately notify the City in the event of an emergency regarding the applicant's facilities that may affect public health or safety, and such notice shall include, at a minimum, the nature of the emergency and the applicant's planned response to the emergency.
9. In addition to notifying the City, the applicant shall comply with the Nebraska One Call Notification Act before commencing any excavation or similar work in the right-of-way.
10. The applicant acknowledges that applications and all supporting written material applicant submits to the City may be public records subject to the Nebraska Public Records Law. While an applicant may designate any such public records as "proprietary" or "confidential", the City shall treat them as such only to the extent expressly permitted by the Nebraska Public Records Law and, other than the cost of the City's routine response to public records requests, the City shall be under no obligation to incur any costs to protect the same from disclosure.
11. Prior to commencement, and at all times during, any work performed by or on behalf of applicant in the right-of-way, the applicant shall maintain a performance or construction bond, in form acceptable to the City, equal to at least 100% of the estimated cost of the facilities and related work covered by the application.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

12. During the term of any permit to occupy the right-of-way issued hereunder, the applicant shall maintain comprehensive general liability, automobile, workers compensation, employer's liability, and umbrella insurance in form and amount consistent with the City's published requirements for the same. All such insurance policies shall include the City and its agents as additional insureds and shall not be modified or cancelled by the applicant without 30 days prior written notice being given to the City along with proof of replacement coverage. Upon receipt of notice from its insurer(s), the applicant shall provide the City with 30-days prior written notice of any prospective cancellation. The applicant shall provide proof of replacement coverage prior to the effective cancellation date.
13. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death, or property damage, arising out of or in any way related to the activities or performance of the applicant or its agents. In the event the applicant becomes aware of any actions or claims, the City shall promptly be notified by the applicant. In the event the City is a named defendant in any such claim or lawsuit, it is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant shall reimburse the City for any costs, expenses, and attorneys' fees directly and necessarily incurred by the City in the course of the defense.
14. In addition to all other remedies available to the City under this Code or other applicable law, the City may revoke an applicant's permit to occupy the right-of-way if the applicant fails to comply with any of the conditions set forth in this Article, and upon such revocation, may direct applicant, at applicant's cost, to remove applicant's facilities from the right-of-way and restore the right-of-way to its original condition. If the applicant fails to remove its facilities and restore the right-of-way within 30 days after the City's written request, the City may cause such work to be done and applicant shall reimburse the City for the costs of such work upon City's written demand for the same.

### **15-4 Fees and Taxes**

Applicant shall pay any applicable building permit fee and the application fee set forth in the City's Schedule of Fees. Unless provided otherwise in this Ordinance, applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided under Chapter 111 of the Columbus City Code.

### **15-5 Aesthetic and Design Standards**

The purpose of the standards set forth in this Section is to establish guidelines for the design, placement, and installation of facilities in the right-of-way. All facilities placed in the right-of-way pursuant to this Article shall comply with these standards; provided, the City Administrator may authorize the waiver of, partial relief from, or exemption from, any one or more of these standards pursuant to Section 15-7.

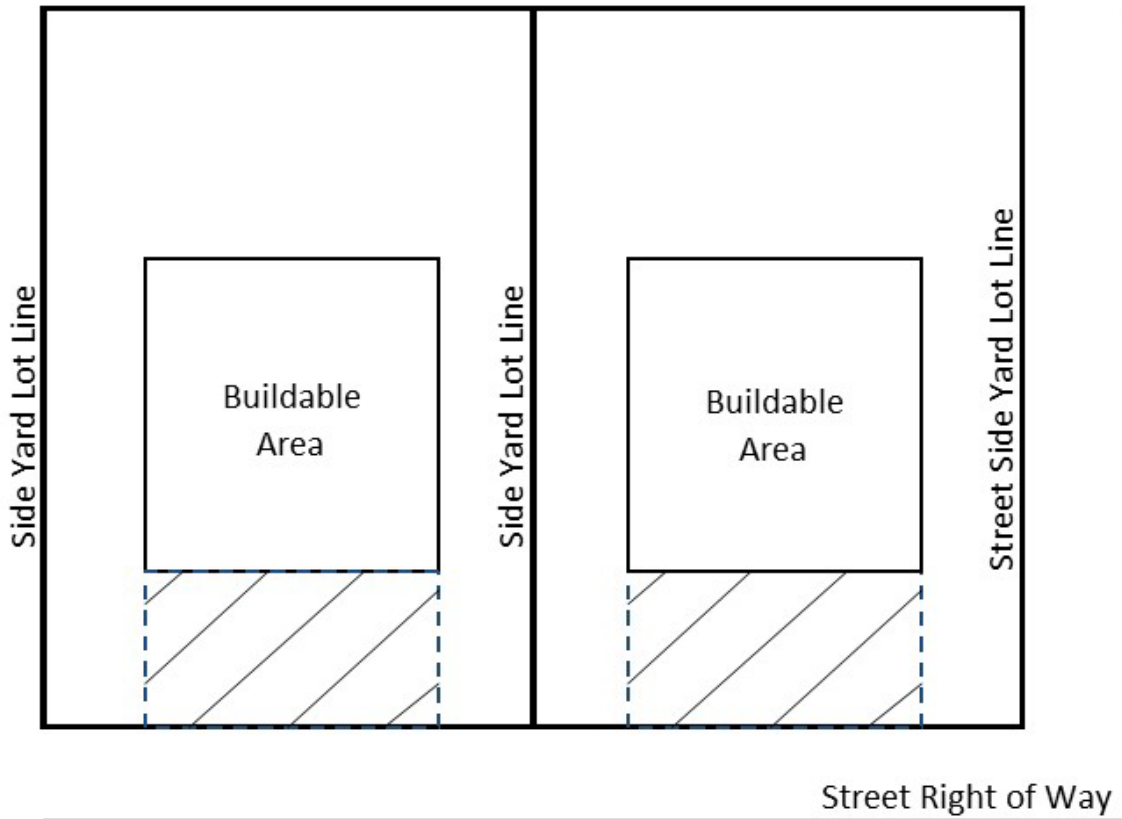
- a. *Undergrounded Facilities.* When facilities are proposed in areas where other similar facilities are currently located underground, said facilities shall be placed underground to the extent technically feasible.
- b. *Existing Aesthetics.* To the extent technically feasible, all ground-mounted facilities shall reasonably match the appearance of existing adjacent developments and infrastructure to promote a uniform appearance.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

- c. *Consolidation.* To the extent technically feasible: (1) facilities shall be designed to consolidate all ground-mounted components within approved singular enclosures and (2) all cables, wires, and conduits shall be concealed from view.
- d. *Location.* Except as prohibited by law, the placement of proposed facilities with existing facilities shall be preferred over placement of facilities at new sites. If an applicant chooses not to place its facilities with available existing facilities, the applicant must document that location of its proposed facilities with available existing facilities is not technically feasible.
- e. *Camouflage.* Facilities shall be designed to camouflage and conceal all above-ground components of such facilities to the extent technically feasible.
- f. *Signs.* Ground-mounted facilities shall have a four inch by six-inch metallic sign permanently mounted between four feet and six feet from ground level and clearly visible to the public which provides the identifying information and emergency contact number for the owner of such facilities. No other signs, advertising, or banners are permitted on facilities except to the extent the same are mandated by state or federal law.
- g. *Generators.* Generators are not permitted in the right-of-way.
- h. *Lighting.* Lighting is not permitted on facilities except to the extent required or otherwise allowed by state or federal law.
- i. *Historic Districts.* All ground-mounted facilities and new poles located in a historic district shall be subject to such other design and concealment standards required by the City for such districts to avoid or to remedy the intangible public harm of unsightly or out-of-character facilities deployed or which are inconsistent with the appearance of existing facilities. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for an historic overlay district set forth in the City's Zoning Ordinance.
- j. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems without permission from the authority or agency in control of said traffic signal systems.
- k. *Placement Guidelines.* All facilities including ground mounted equipment and new utility poles proposed to be located at new sites:
  - 1. Shall be located in a manner or location that (a) does not obstruct, impede, or hinder the usual pedestrian or vehicular travel; (b) does not adversely affect public safety or impair legal access and use of the right-of-way; (c) conforms to applicable law (including the Americans with Disabilities Act of 1990) and right-of-way design standards, specifications, and design requirements, and (d) does not in any way create a risk to public health, safety, or welfare;
  - 2. Shall be located in a manner that does not significantly create a new obstruction to primary and inherently valuable sightline(s) of an adjacent property;
  - 3. Shall be located in alignment with existing trees, utility poles, and streetlights and placed to avoid disturbance within the critical root zone of any tree;
  - 4. All above ground facilities located in zones with no side yard setback, shall be located no more than 25 feet from either side yard lot line.
  - 5. Shall not be located in front of the buildable area of properties as shown in unless otherwise approved by the City.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

**Figure 15-5: Street Right of Way**



6. Shall be located with separation from any low-pressure natural gas line or intermediate or high-pressure natural gas line and with appropriate clearance as approved from all existing utilities;
7. Shall not materially impact any existing bridges, culverts, or retaining walls; and
8. Shall be located outside of all American Association of State Highway Transportation Officials (AASHTO) clear zones and outside of clear sight triangles (at a minimum) as follows: (a) 5-foot leg pedestrian sight triangle at each residential driveway; (b) 10-foot leg pedestrian sight triangle at each driveway and alley; (c) 30-foot leg corner sight triangle; and (d) roadway sight triangles shall be based on AASHTO standards for each driveway, alley, and intersection.
9. Shall be located with a minimum separation distance of 150 feet from any other facilities including ground mounted equipment or new utility poles to the extent allowed by applicable law and technically feasible.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

### **15-6 Independent Technical and Legal Reviews**

Although the City intends for City staff to review permit applications to the extent feasible, the City may retain the services of an independent technical consultant and an attorney of its choice to provide technical and legal evaluations of applications submitted pursuant to this Article. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed use of the right-of-way complies with this Article and other applicable provisions of this Ordinance or the Columbus City Code. To the extent permissible under applicable law, the applicant shall pay the reasonable cost for any independent technical consultant and reasonable attorneys' fees in advance through a deposit with the City, estimated by the City, within 10 business days of the City's request. That these shall be a reasonable approximation of cost. When the City requests such payment, the application shall be deemed incomplete until the deposit is received. In the event that such final costs and fees do not exceed the deposit amount, the City shall refund any unused portion within 60 days after a permit to occupy the right-of-way is issued or denied or withdrawn in writing by the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before a permit to occupy the right-of-way is issued. The technical consultant and attorney shall provide an itemization of the final costs of the services provided and related fees.

### **15-7 Relief**

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of the Columbus Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

### CHAPTER 2: SUBDIVISIONS

#### 1 ARTICLE ONE: GENERAL PROVISIONS

##### 1-1 Title

Chapter 2 of this Ordinance shall be known as the Subdivision Chapter of the Columbus Land Development Ordinance of the City of Columbus, Nebraska (CLDO), and shall be incorporated into the Columbus City Code as Title XV, Chapter 152.

##### 1-2 Authority and Purpose

###### a. Authority

This Ordinance is adopted pursuant to the authority granted the City of Columbus under Section 16, Revised Statutes of the State of Nebraska, enabling cities of the First Class to regulate the development of land within their jurisdictions and to promote good planning practice.

###### b. Purposes

The purposes of this Chapter are to:

1. Serve the public health, safety, and general welfare of the city and residents of Columbus and its surrounding jurisdiction;
2. Provide for the orderly development and growth of the city by prescribing rules and standards insuring the functional arrangement of streets, public improvements, open spaces, community facilities, and utilities;
3. Promote the creation of well-planned and attractive residential, commercial, and industrial developments within the city and its jurisdiction;
4. Avoid excessive costs to the taxpayers of Columbus or the residents of the jurisdiction of the city for the provision of public services and utilities, while maintaining high standards for these services;
5. Protect the unique environment of the City of Columbus by avoiding environmental damage whenever feasible and appropriate; and by encouraging flexibility in the design of subdivisions;
6. Provide the City of Columbus with the ability to grow incrementally through the eventual annexation of new developments.

###### c. Consideration of Plans

The design of subdivisions shall consider all existing local and regional plans and policies for Columbus and its jurisdiction. These include, but not limited to, the Comprehensive Development Plan, Long Range Transportation Plan, Stormwater Management Plan, and State of Nebraska Board of Classifications and Standards.

###### d. Preservation of Natural Features and Drainage Patterns

1. In accordance with all Federal, State of Nebraska and local requirements and to the maximum extent possible, development shall be located to preserve natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impact and alteration of natural features and drainage patterns.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

2. The subdivider shall give maximum consideration to the preservation of the following areas as open space or stormwater treatment facility or detention system, to the extent consistent with reasonable utilization of land:
  - (a) Wetlands and other unique environmental areas, as defined in Section 404, Federal Water Pollution Control Act of 1972 and delineated on wetlands maps and policies prepared by the U. S. Fish and Wildlife Service, U.S. Army Corps of Engineers, State of Nebraska Department of Natural Resources, and the Lower Loup Natural Resource District.
  - (b) Flood plain and floodway lands as defined by the Federal Emergency Management Agency, Flood Insurance Rate Map, and the City of Columbus Special Flood Hazard Areas.
- e. General Guidelines for Subdivision Layout

Subdivisions shall be designed to comply with the following overall performance objectives:

  1. Reduction and minimization of cut and fill.
  2. No increase of peak flow, area of runoff or encroachment of stormwater runoff onto other properties or the public storm sewer system.
  3. Provision of adequate access to lots, including alternative routes to lots and sites within the subdivision and minimization of cul-de-sacs over 350 feet.
  4. Respect for the urban character and traditional layout of Columbus, including providing continuity to established street and community facility networks; establishing linkages and connections between new development and existing parts of the city; and preserving historically and architecturally significant sites and buildings, determined as those sites or districts either listed on or determined to be eligible for listing on the National Register of Historic Places, as determined by the State Historic Preservation Officer.
- f. Site Design Objectives and Approval

The Planning Commission and City Council shall take the above Site Design objectives into account during their review and approval of subdivision applications.

### **1-3 Relationship to the Comprehensive Plan**

1. The City of Columbus intends that this Subdivision Chapter and any amendments to it shall be consistent with the City's Comprehensive Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Plan because of subsequent amendments to that plan, it is the City's intent to amend this ordinance to bring it into conformance with the plan.
2. The Subdivision Chapter shall supplement and facilitate the provisions of the Comprehensive Plan which includes the Long Range Transportation Plan, the Columbus Land Development Ordinance, the Official Zoning Map, and the City of Columbus's Capital or General Fund Budget.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

### **1-4 Jurisdiction and Applicability**

- a. The provisions of this chapter shall be applicable to all property within the corporate limits of the City of Columbus and its extra-territorial jurisdiction as authorized by §16-902, Revised Statutes of Nebraska, 1943. In conjunction therewith, it is hereby designated that the City of Columbus will exercise the powers and duties granted by Sections 16-902 to 16-904, or Section 19-2402, Revised Statutes of Nebraska, 1943, over that portion of the territory located within two miles of the corporate limits of the City of Columbus as shown on the Extra-Territorial Jurisdiction Map. Boundaries of the Extra-Territorial Jurisdiction established by this ordinance shall be shown on the Extra-Territorial Jurisdiction Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of and concurrent with this ordinance. The Extra-Territorial Jurisdiction may be changed from time to time following the extension of City boundaries either by annexation or by additions brought into the City pursuant to the Subdivision Chapter of the Columbus Land Development Ordinance. Such changes shall be reflected on the Extra-Territorial Jurisdiction Map. The City Clerk and Engineer shall keep a complete record of all changes to the Extra-Territorial Jurisdiction Map.
- b. No owner of real property within the City of Columbus and its jurisdiction may subdivide or plat such property into lots for buildings or any other use, streets, or other forms of dedication for public use without gaining approval pursuant to this Ordinance. In addition, no individual may sell, offer to sell, or construct buildings on any lots or parts of real property that are not subdivided as required by State law or this Ordinance.

### **1-5 Amendment**

When necessary, this Ordinance may be amended through public hearing and recommendation by the Planning Commission to the City Council. The City Council shall then hold its own independent public hearing and action on amendments.

### **1-6 Fees**

The City Council of the City of Columbus may establish reasonable fees sufficient to recover costs incurred for the processing and review of subdivision applications and other procedures included within this Ordinance.

### **1-7 Enforcement**

The Administrative Official shall enforce the provisions of this Ordinance and shall bring violations or lack of compliance to the attention of the Planning Commission, City Council, or other appropriate agency.

### **1-8 Penalties**

- a. Violation of the provisions of this Ordinance shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 or imprisoned for not more than 30 days, or both, and shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- b. An owner, developer, or subdivider of property; any architect or engineer; builder, contractor, agent, or any other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided in this section.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

- c. Notwithstanding this section, the City and the Administrative Official shall have the right to take any lawful action necessary to prevent or remedy any violation of this Ordinance or any agreement pursuant to or other condition of an approval of a subdivision application.

### **1-9 Interpretation, Conflict, and Severability**

- a. The Subdivision Chapter shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Subdivision Chapter conflicts with any other provision of the Columbus Land Development Ordinance, any other Ordinance of the City of Columbus, or any applicable State or Federal law, the more restrictive provision shall apply.
- b. Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.
- c. If any chapter, section, subsection, clause, or phrase of this Subdivision Chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any other section of the City of Columbus's Columbus Land Development Ordinance.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### **2     **ARTICLE TWO: DEFINITIONS****

#### **2-1     **Purpose****

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Subdivision Ordinance. The meaning and construction of words as set forth shall apply throughout the Subdivision Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

#### **2-2     **Definitions of Terms****

For the purposes of this Subdivision Ordinance, certain terms and words are hereby defined. Certain sections contain definitions which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

#### **2-3     **A.****

1. Administrative Official: Chief Building and Code Official is responsible for the supervision and administration of the Subdivision Ordinance of the City of Columbus.
2. ADT or Average Daily Traffic: The average number of motor vehicles per day that pass over a given point or segment of street.
3. Alley: A public or private right-of-way generally designed to provide secondary access to the side or rear of a property whose principal frontage is on another street.
4. Applicant: An owner, developer, or subdivider submitting an application to divide property pursuant to this Ordinance.
5. Approving Authority: The City Council of the City of Columbus.
6. Administrative Subdivision: An adjustment of lot lines of no more than four lots without creating additional or elimination of any lots and requires no extensions of streets, sewers, utilities, or other municipal facilities; no additional street right-of-way or other public easement and complies with all pre-existing zoning requirements following subdivision.

#### **2-4     **B.****

1. Bicycle Lane and Path: A designated lane on a roadway or an exclusive path separated from a roadway, designed specifically to accommodate the physical requirements of bicycling. Bicycle paths are ordinarily designed to accommodate other forms of non-motorized pedestrian recreation.
2. Best Management Practices (BMP). Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters of storm water conveyance systems. BMPs also include treatment practices, operating procedures and practices to control site runoff, spillage or leaks, sludge or water disposal and drainage from raw materials storage.
3. Buffer: A landscaped area intended to separate and partially obstruct visual or other sensory effects of two adjacent land uses or properties from one another.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### **2-5 C.**

1. **Cartway:** The actual surface area of a road used to accommodate motor vehicles, including moving traffic lanes, acceleration and deceleration lanes, and parking lanes. On a street with curbs, the cartway is measured from back of curblines to back of curblines. On streets without curbs, the cartway is measured between the outside edges of the established road surface.
2. **Centerline Offset:** The gap between the centerline of roads intersecting a common road from the same or opposite sides.
3. **Channel:** The bed or banks of a natural stream or drainage way, which convey the constant or intermittent flow of water, including storm run-off.
4. **Common Area:** An area within a development that is not individually owned or dedicated for public use, but is designed and designated for common or cooperative use within a development.
5. **Comprehensive Plan:** The Comprehensive Development Plan and Long Range Transportation Plan of the City of Columbus.
6. **Concept Plan:** A preliminary presentation, including any necessary documentation, of a proposed subdivision and/or future development plan, providing adequate information for the purpose of discussion or classification.
7. **Conventional Subdivision:** A subdivision, which literally meets all nominal standards of the Columbus Land Development Ordinance for lot dimensions, setbacks, street frontage, and other site development regulations.
8. **Cul-de-sac:** A local street with only one outlet and with an opposite end providing for the reversal of traffic.
9. **Curb:** A vertical or sloping edge of a roadway, intended to define the edge of the cartway and to channel or control drainage.

### **2-6 D.**

1. **Dedication:** A grant of land to the City or another public agency for a public purpose.
2. **Design Standards:** Standards that set forth specific improvement requirements.
3. **Detention Basin:** An artificial or natural water collection facility, designed to collect surface or subsurface water and to control its rate of discharge, in order to prevent a net increase in the rate of water flow that existed prior to a development. Detention basin must have an overflow pipe or system connecting to the public storm sewer system.
4. **Developer:** The legal or beneficial owner(s) of any land included in a proposed development.
5. **Development:** A planning or construction project involving substantial improvement or change in the character and/or land use of a property.
6. **Disturbed Area:** Area of the land's surface disturbed by any work or activity upon the property by means including, but not limited to, grading, excavating, stockpiling soil, fill or other materials, clearing, vegetation removal, removal or deposit of any rock, soil or other materials or other activities which expose soil. Disturbed Area does not include the tillage of land that is zoned for and intent is for agricultural use.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

7. Divided Street: A street whose moving lanes in opposite directions is separated by a physical barrier such as a median.
8. Drainage: The removal of surface or stormwater from land by drains, grading, or other means.
9. Drainage System: The system through which water flows.

### **2-7 E.**

1. Easement: A right-of-way granted for limited use of private land for a public or quasi-public purpose and which the owner must maintain free of structures which obstruct or limit its use for such purpose.
2. Erosion: The wearing away of a land surface by water, wind, ice, or gravity.

### **2-8 F.**

1. Final Approval: The final official action of the City Council, upon a recommendation by the Planning Commission, permitting the filing of a subdivision with the Platte County Register of Deeds and the conveyance of individual parcels and lots to subsequent owners. Final Approval follows the completion of detailed engineering plans, development agreements, posting of required guarantees, and other requirements of this Ordinance.

### **2-9 G.**

1. Grade: The slope of a street or other public way, defined as a percentage or ratio of vertical change in elevation to horizontal change in distance.

### **2-10 H.**

### **2-11 I.**

### **2-12 J.**

### **2-13 K.**

1. Key Map: An aerial map a common engineering scale of not less than 1 inch to 600 feet showing the location of a development project or subdivision in reference to surrounding property. The map shall show existing streets and city limit lines. The area shown shall be sufficient to show how the proposed project or subdivision will fit into existing developments.

### **2-14 L.**

1. Lot: A parcel of real property with a separate and distinct number shown on a plat, record or survey, parcel map, or subdivision map recorded in the office of the Platte County Register of Deeds. A lot is ordinarily established for the purpose of transfer of title and/or development which includes, but not limited to, lots for townhouses or clusters of row homes. All lots shall have a direct connection to a public or private street right-of-way regardless of ownership.
2. Lot Area: The size of a lot measured within its boundaries and expressed in terms of square feet or acres.
3. Lot Frontage: The portion of a lot extending along a public street, private street, or private drive line.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### **2-15 M.**

1. Main: The principal artery of a system of continuous piping which conveys fluids and to which branches may be connected.
2. Major Subdivision: Any subdivision not defined and approved as an administrative subdivision or as a minor subdivision.
3. Minor Subdivision: An adjustment of lot lines of two or more lots without creating additional lots or a subdivision of land which creates no more than four lots from any single block or lot of an addition or subdivision, tract, or parcel of land; requires no extensions of streets, sewers, utilities, or other municipal facilities; no additional public right-of-way or easement; and complies with all pre-existing zoning requirements following subdivision.
4. Moving Lane: Any traffic lane within a cartway where traffic movement is the primary or sole function.
5. Municipal Separate Storm Sewer System (MS4): Publicly owned facilities which storm water is collected and/or conveyed including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, catch basins, inlets, pipe storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage ditches/channels, reservoirs and other drainage structures.

### **2-16 N.**

1. National Fire Protection Agency (NFPA)
2. Nebraska Department of Environment and Energy (NDEE): State agency formerly known as the Nebraska Department of Quality and includes some former divisions of the Nebraska Department of Health and Human Services.
3. Notice of Intent (NOI): Associated with the Nebraska Department of Environment and Energy, Construction Storm Water Permit.
4. National Pollutant Discharge Elimination System (NPDES): A permit issued by the Environmental Protection Agency or the Nebraska Department of Environment and Energy as authority delegated pursuant to 33 USC, section 1342(b) that authorizes the discharge of pollutants to waters of the state.

### **2-17 O.**

1. Off-Site: Located outside the boundaries of the parcel that is the subject of an application.
2. Open Space: Any parcel or area of land or water that is retained in an open state and set aside for public or private use.

### **2-18 P.**

1. Parking Lane: A lane located on the sides of streets, designated or allowing on-street parking of motor vehicles.
2. Pavement: An impermeable, hard surface, typically asphalt, asphaltic concrete, concrete, or brick or other masonry paver units.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

3. Plat: A document, usually a map or maps, expressing the division of land into two or more lots or parcels, any one of which is ten acres or less. Plats include preliminary and final plats.
  - (a) Preliminary Plat: A plat indicating the proposed layout of a development, including proposed public infrastructure and streets, stormwater treatment and detention system, and internal site layout and building information, intended for the purpose of preliminary approval by approving authorities but not for filing with the Platte County Register of Deeds.
  - (b) Final Plat: The final plat of the subdivision which is presented for Final Approval. The Final Plat contains detailed information, legal survey and documentation and is designed to be filed with the Register of Deeds. Final plat must be consistent with the preliminary plat.
4. Private Street: Privately owned and maintained access to a lot or parcel and shall have a public easement for utility and fire access.

### **2-19 Q.**

### **2-20 R.**

1. Right-of-way: A strip of land, generally linear, occupied or intended to be occupied by a system that conveys people, traffic, fluids, utilities, or energy from one point to another. Rights-of-way may include streets and roads, crosswalks, bicycle paths, recreational trails, railroads or fixed guideway transit, electric transmission infrastructure, communication infrastructure, gas pipelines, water mains, sanitary mains, or storm sewer mains.

### **2-21 S.**

1. Sanitary Sewer: A sewer that conducts sanitary wastes from a point of origin to a treatment or disposal facility. In developing areas, sanitary sewers normally include interceptor, outfall, and lateral sewers.
  - (a) Interceptor: A sanitary sewer that serves as a trunk, collecting sewage generated by a number of individual developments.
  - (b) Outfall: A sanitary sewer that may be developed to connect an individual subdivision or development to an interceptor sewer.
  - (c) Lateral or Local: A pipe that connects individual buildings or groups of buildings to an outfall or interceptor sewer.
2. Septic System: An underground system, utilizing a watertight receptacle to receive the discharge of sewage, which provides for the decomposition of wastes produced by development on a single lot.
3. Sidewalk: A concrete or brick paved path provided for pedestrian use, usually located at the side of and detached from a road, but within the right-of-way.
4. Storm Sewer: A conduit which conducts storm drainage from a development or subdivision, ultimately to a treatment facility, drainage way or stream.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

5. Storm Water Treatment Facility (STF). Permanent best management practices put in place to provide control and treatment of stormwater runoff after construction for land development is complete. These facilities are physical in nature and sometimes referred to as structural BMPs.
6. Street: A right-of-way, dedicated to public use, which provides a primary means of access to an abutting lot or parcel and to the street hierarchy system.
7. Street Hierarchy: The conceptual arrangement of streets based on function. Street types contained within the hierarchy include:
  - (a) Private Street or Frontage Road
  - (b) Local
  - (c) Collector
  - (d) Minor Arterial
  - (e) Major Arterial
  - (f) Expressway
8. Storm Water Management Plan (SWMP): City approved documentation supporting analysis, design, maintenance and inspection of storm water treatment facilities.
9. Storm Water Pollution Prevention Plan (SWPPP): A document which narrates the best management practices and activities to be implemented by a person during the construction activities, which identifies sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems and/or receiving waters.
10. Subdivision: The division of a lot, tract or parcel into two or more lots, tracts, parcels, or other units of land for title transfer or development, when one of the resultants lots is equal to 10 acres or less. The term subdivision includes any time the creation of a public street or roadway is involved, but excludes the acquisition of land by the state, county, or city, by eminent domain or otherwise, for the creation, extension or widening of a public street or roadway. The term also includes re-platting and, when appropriate to the context, re-platting shall be subject to the rules and regulations contained in this chapter and shall apply to land previously subdivided.

### **2-22 T.**

1. Topographic Survey: USGA elevation plan to the latest NAVD showing height, depth, size and location of all manmade and natural features and improvements on a given parcel of land and within all adjacent properties and rights-of-way, as well as the changes in elevation, using a 50-foot grid to achieve 1-foot contours throughout.

### **2-23 U-Z.**

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### **3 ARTICLE THREE: PROCEDURES AND ADMINISTRATION**

#### **3-1 Purpose**

The purpose of this Article is to establish procedures for subdivision applications and for review and action on applications by the City Administration, Planning Commission and the City Council. The procedures are designed to assure adequate review and consideration of subdivision applications, while providing for an orderly and expeditious approval process. The Article provides procedures for the approval of three types of subdivisions: Administrative Subdivisions, Minor Subdivisions, and Major Subdivisions.

#### **3-2 Administrative Subdivisions**

##### a. Scope

The Administrative Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of no more than four (4) existing lots within the City limits or no more than four (4) lots in the Extra Territorial Jurisdiction which are not adjacent to City limits without creating additional or eliminating any lots.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities or public improvements and no new dedication of public rights of way or easements is involved.
3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the zoning ordinance as evidenced by a site plan prepared by a licensed surveyor.
4. No part of the parcel, tract or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), or lot(s) are eligible for a future administrative or minor subdivision.

##### b. Application and Approval Procedure

An application for an Administrative Subdivision may be approved under the following procedure:

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Administrative Subdivisions in Table 3-1. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status. The application for final plat approval shall be submitted through the City's website application submittal platform

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

- (a) Subdivision requested naming is subject to the approval of the Administrative Official. Ideally Subdivision naming would be consistent with the adjacent subdivision names. Subdivision names shall not be duplicated, or similar, and must be appropriate. Subdivision names, or similar naming, which are not contiguous cannot be used.
  - (b) Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (c) Compliance with the conditions contained in Section 3-2 above.
  - (d) Consistency with the Comprehensive Development Plan of the City of Columbus.
  - (e) Potential adverse environmental effects or effects on neighboring properties.
2. Following such review, the Administrative Official may approve the Administrative Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void.
  3. The Administrative Official retains the right to disapprove or not act on the Administrative Subdivision application. In the event of such action, the application may proceed through the Minor or Major Subdivision process. If the subdivision complies with the conditions of a Minor Subdivision application, it may be directed to that approval process. Otherwise, the proposed subdivision shall be deemed a Major Subdivision and proceed through the appropriate review and action process.
  4. The Administrative Official shall keep a complete and accurate record of all administrative subdivision approvals.
  5. Following approval of the Administrative Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Administrative Subdivision, including the Platte County Register of Deeds signed and stamped recording information.

### **3-3 Minor Subdivisions**

#### a. Scope

The Minor Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of two or more lots without creating additional lots; or creates no more than four lots from any single parcel, tract, block or lot. Minor subdivisions outside of City Limits, but adjacent to will be required to voluntarily annex.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities, or public improvements and no new dedication of public right of way or easements is involved.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the Columbus Land Development ordinance as evidenced by a site plan prepared by a licensed surveyor.
  4. No part of the parcel, tract, block or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), block(s) or lot(s) are eligible for future administrative or minor subdivision.
  5. The Administrative Official reserves the right to request a Development Review Team (DRT) meeting as described in Section 3-4, Pre-Application Procedures, upon which all required of the DRT meeting must be met and followed.
- b. Application and Approval Procedure

An application for a Minor Subdivision may be approved under the following procedure:

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Minor Subdivisions in Table 3-1. The application for final plat approval shall be submitted through the City's website application submittal platform. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status.
  - (a) Subdivision requested naming is subject to the approval of the Administrative Official. Ideally Subdivision naming would be consistent with the adjacent subdivision names. Subdivision names shall not be duplicated, or similar, and must be appropriate. Subdivision names, or similar naming, which are not contiguous cannot be used.
2. Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (a) Compliance with the conditions for contained in Section 3-3 above.
  - (b) Consistency with the Comprehensive Development Plan of the City of Columbus.
  - (c) Potential adverse environmental effects or effects on neighboring properties.
  - (d) Completed Development Agreement.
3. Following such review, the Administrative Official may approve the Minor Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

4. The Administrative Official retains the right to disapprove or not act on the Minor Subdivision application. In the event of such action, the application may proceed through the Major Subdivision process.
5. The Administrative Official shall keep a complete and accurate record of all Minor Subdivision approvals.
6. Following approval of the Minor Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Minor Subdivision, including the Platte County Register of Deeds signed and stamped recording information.

### **3-4 Major Subdivisions**

#### a. Applicability

The Major Subdivision procedures apply to all subdivisions which are not approved or eligible for approval under the Administrative or Minor Subdivision procedures.

#### b. Stages in the Approval Process

The approval process for Major Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage. The Administrative Official, in its discretion, may waive the preliminary plat and final plat stages and allow them to occur concurrently upon written request of the developer and recommendation of the development review team. This shall be known as the Concurrent Plat Approval Procedure.

#### c. Pre-Application Procedures

1. Before filing an application for preliminary plat approval, subject to the suggestion of the Administrative Official, the applicant shall meet with the Development Review Team (DRT) regarding general requirements and issues relating to the proposed subdivision.

DRT members will reserve time, as set by resolution of the City Council, for DRT project review and meetings with project representatives.

Applications will be due seven (7) days prior to the meeting date desired by the project representative. Subject to date and time availability of City staff at the discretion of the Administrative Official.

2. No later than three calendar days prior to the pre-application meeting, the applicant shall submit an approved electronic format concept plan. The concept plan shall include:
  - (a) An aerial location map showing the relationship of the proposed subdivision to existing and proposed streets in the region, public facilities, special flood hazard areas, waters of the US, wetlands, airport runway protection zones (if applicable) and any other features or areas which may affect the development.
  - (b) A schematic plan illustrating the proposed layout of streets, lots, blocks, public utilities, stormwater treatment facilities and other features and their relationship to existing and proposed site topography for the total proposed development area.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

3. Within ten working days following the pre-application meeting, pending time needed for any action plan inquires or confirmations, the Administrative Official shall inform the applicant of the consistency of the concept plan with the objectives and policies of the city's Comprehensive Development and Long-Range Transportation Plan and Columbus Land Development Ordinance.
  4. The DRT meeting does not require a formal application or payment of a fee.
  5. Major revisions made to the concept plan may require an additional DRT meeting as determined by the Administrative Official.
- d. Preliminary Plat Application
1. Application Requirements

After the DRT meeting, except for a Concurrent Plat Approval Procedure, the following requirements shall apply. The applicant shall prepare and submit an application for preliminary plat approval. The application for preliminary plat approval shall be submitted electronically through the City's website application submittal platform. The application shall consist of a form established by the Engineering Department; the supporting documents required for Major Subdivisions in Table 3-1; a commitment to enter into a Subdivision Agreement set forth in paragraph 2 hereinafter; a Certificate of Title prepared by a State of Nebraska Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status; and payment of a fee set by Resolution. Upon receipt of all items required for said application as set forth herein as determined by the Administrative Official, the application shall be placed on the next available Planning Commission agenda.

2. Draft Development Agreement

The preliminary plat application shall include a draft of a Development Agreement on a form provided by the Administrative Official following a format established by the Engineering Department. The Development Agreement, among other things, generally establishes the responsibilities of City and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; the maximum amount of bonded indebtedness to be incurred if public improvements are financed through an Improvement District as provided in State Law and other matters as identified by the Administrative Official for said development. Applicants shall request the draft development agreement a minimum of 7 days prior to submittal deadline. This request must follow the DRT meeting.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### 3. Preliminary Plat Review Procedure

- (a) After submission of a complete application for a preliminary plat, the Administrative Official and staff shall review the application. If the application submittal is not complete, staff review will not proceed. Applicant at time of application, shall include a written request to waive any subdivision requirements, if any. As part of the review, the developer will circulate the application to local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services. The Developer shall furnish the Administrative Official with proof that a copy of the preliminary plat was delivered to the affected school district and all utilities known or on the Digger's Hotline submittal along with any responses which may affect the plat.
- (b) Subdivision requested naming is subject to the approval of the Administrative Official. Ideally Subdivision naming would be consistent with the adjacent subdivision names. Subdivision names shall not be duplicated, or similar, and must be appropriate. Subdivision names, or similar naming, which are not contiguous cannot be used.
- (c) The applicant will be allowed time to provide additional information after staff review of the Preliminary Plat Application. Such additional information must be provided a minimum of 14 calendar days before the Planning Commission Meeting in order to meet the required publication deadline. Failure to provide the required additional information may result in the application being continued to a future meeting as determined by the Administrative Official.
- (d) If the Applicant elects to not proceed with the Preliminary Plat after the public notice has been sent in for publishing, the Applicant must provide a written request to the Administrative Official, requesting a delay and provide a date for the next Planning Commission meeting they wish to place it on the agenda. The placement on the agenda will be subject to the approval of the Administrative Official.
- (e) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

### 4. Planning Commission and City Council Action

- (a) The Planning Commission, following at least ten calendar days published notice, shall hold a public hearing on each Major Subdivision and, following such public hearing, shall take action on the application. The Planning Commission may recommend approval, conditional approval, non-approval with no recommendation, or denial of the preliminary plat to the City Council.
- (b) Following action by the Planning Commission, the Commission shall submit minutes summarizing the Commission's action to the City Council.
- (c) The City Council, upon receipt of the recommendation of the Planning Commission, shall take action on the application.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

- (d) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:
- (1) The general terms and conditions under which the plat was approved will not change.
  - (2) The applicant may submit for approval a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.
  - (3) The preliminary plat approval shall stay in force for a period of two years from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat.
  - (4) Phased Subdivisions: The final plat may be submitted in phases. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision if indicated by the Developer at the time of submission and included in the initial phase Development Agreement, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

### e. Final Plat Application Process

#### 1. Application Requirements

Except for a Concurrent Plat Approval Procedure, the applicant shall prepare and submit an application for final plat approval within two years of the preliminary plat approval unless an extension has been granted by the City Council. The application for final plat approval shall be submitted through the City's website application submittal platform. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda. In order to attempt for the final application to be considered the next month after the preliminary plat obtained approval, the application submittal shall be at least nineteen (19) calendar days before the Planning Commission meeting. Meeting this submittal deadline does not guarantee placement on the next Planning Commission Agenda as it is subject to receipt of all items. The application shall consist of a form established by the Engineering Department; the supporting documents required for Final Plat Approval of Major Subdivisions Table 3-1; a final subdivision agreement as required by paragraph 2 hereinafter; a final plat of all lots, blocks and parcels that are affected by the application prepared by a State of Nebraska Licensed Surveyor, and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the Planning Commission agenda. A note, as required by State Statute, this includes the time needed to advertise for a public hearing. Thus, in order to keep the process on schedule, the applicant is strongly encouraged to include of the complete submittals at the time of the initial application. The applicant shall notify the Board of Education of each school

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

district in which the subdivision is located of the Planning Commission meeting at which such plat is to be considered and shall further submit a copy of the proposed final plat to the Board of Education at least ten days prior to such meeting. The developer shall furnish the Administrative Official with proof that a copy of the final plat was delivered.

### 2. Final Development Agreement

The Final Plat application shall include the Final Development Agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon with the action on the Final Plat. The developer's attorney shall work with the City's attorney to obtain approval. Developer's ready for signature Final Development Agreement must be obtained and to the City no later than 6 calendar days prior to the Planning Commission meeting acting on the Final Plat.

### 3. Final Plat Review Procedures

- (a) After submission of a complete application for a final plat, the Administrative Official and staff shall review the application. This includes the mutual approval of the final development agreement between the developer's attorney and city attorney, including the developer's signature and notary, resolution and deed of dedication.
- (b) The applicant will be allowed time to provide additional information after staff review of the Final Plat Application. Such additional information must be provided 14 calendar days before the Planning Commission Meeting in order to meet the advertisement deadline. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) If the Applicant elects to not proceed with the Preliminary Plat after the public notice has been sent in for publishing, the Applicant must provide a written request to the Administrative Official, requesting a delay and provide a date for the next Planning Commission meeting they wish to place it on the agenda. The placement on the agenda will be subject to the approval of the Administrative Official.
- (d) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

### 4. Performance Bond

The development agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternatively, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### 5. Resolution and Deed of Dedication

The applicant shall be responsible for preparing and furnishing in proper form a Resolution approving said final plat for execution by the City, and if said Addition is being brought into the corporate limits of the City or includes any dedication of public right-of-way or easements, said applicant shall prepare and furnish in proper form a Deed of Dedication for said Addition, along with a Resolution accepting the same, for execution by the City. The developer's attorney shall work with the City's attorney to obtain approval.

### 6. Final Plat Approval

- (a) The Planning Commission, following transmittal of the written recommendation of the Administrative Official, shall hold a public hearing to review the final plat for the following criteria: for compliance with the Columbus Land Development Ordinance and other applicable local, state or federal statutes and regulations, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat approval. Unless the Planning Commission agrees to recommend approval of said plat subject to contingencies, all deficiencies or contingencies or changes identified through the Preliminary Plat approval process are required to be made prior to the Planning Commission Meeting or need to be addressed in the Development Agreement. Developer's signature of the Final Deed of Dedication must be obtained and submitted to the City no later than 6 calendar days prior to the City Council meeting acting on the Final Plat. If the final plat meets all the criteria as set forth above, the Commission shall have no recourse but to recommend approval of the final plat. If the Planning Commission finds in its review that the submitted final plat has not met the above criteria it shall take action to recommend approval or denial to the City Council or continue the public hearing to allow the Applicant time to correct the same.
- (b) Following such public hearing, the Commission shall submit minutes on the final plat to the City Council. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing, the Planning Commission shall hold a separate public hearing for which at least ten calendar days published notice must be given, on the inclusion of the addition within the corporate limits. Following such public hearing, the Planning Commission shall take action to recommend approval, non-approval, or denial thereof to the City Council.
- (c) The City Council, following at least ten calendar days published notice, shall hold a public hearing on each final plat and on the Development Agreement to determine if the final plat meets all requirements of the Columbus Land Development Ordinance and other applicable local, state or federal statutes and regulations, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat. Following such public hearing it shall take final action by way of resolution on the application. Any contingencies, deficiencies or changes attached to the preliminary plat approval and/or requirements of the Engineering Department must be completed prior to the final plat approval. If

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

the City Council finds in its review that the submitted final plat has not met the above criteria it may continue the public hearing to allow the Applicant time to correct the same. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing on the final plat, if the final plat is approved, the City Council shall hold a separate public hearing, for which at least ten calendar days published notice has been given, on the inclusion of the addition within the corporate limits. Following such public hearing, the City Council shall, by separate vote, take final action by way of resolution.

(d) The City Council is further empowered to grant waivers of a section of the Subdivision Chapter after a waiver request has received a recommendation from the Planning Commission.

f. Filing the Final Plat

1. Following City Council approval of a Final Plat that received a prior recommendation from the Planning Commission, the Chair of the Planning Commission and the Mayor of the City of Columbus shall sign the final plat which shall be a reproducible mylar of the subdivision plat.
2. Applicant shall provide an electronic version of the final plat in an approved electronic format within four calendar days of the City Council approval.
3. Applicant shall provide the City a complete signed original, reproducible final plat within fourteen (14) calendar days of City Council approval.
4. The subdivider must file the plat with the Platte County Register of Deeds along with all applicable covenants and other documents within 90 calendar days of the execution of the plat by the Chair of the Planning Commission and the Mayor in accordance with state statute.

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: Application Requirements**

Submittal Requirements:

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>PLAT INFORMATION</b>				
Name, email, mailing address of owner and applicant.	X	X	X	X
Name, phone number, email, mailing address, signature, license number, seal and address of engineer, land surveyor, architect, attorney, planner, and/or landscape architect, as applicable, involved in preparation of plat.	X	X	X (no legal surveyor signature required)	X
Title block, denoting type of application, legal description in an approved electronic format, and general location.	X	X	X	X
Key map.	X	X	X	X
Aerial boundary map with adjacent features.	X	X	X	X
Present and proposed zoning.		X	X	
North arrow, date, and graphic scale.	X	X	X	X
Proof that taxes are current.		X	X	
Signature blocks for Planning Commission Chair and Mayor.			X	X
Signature block for Administrative Official, and Clerk.	X	X		
Appropriate certification block.	X	X	X	X
Monumentation.	X	X	X	X
Acreage of tract.	X	X	X	X

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>PLAT INFORMATION</b>				
Date of original and all revisions.	X	X	X	X
Location, dimensions, and names of existing and proposed streets.	X	X	X	X
All proposed lot lines, lot dimensions, lot bearings, setback lines, and lot areas in square feet.	X	X	X	X
Remaining property parcel layout of roadways and lots, upon request if applicable.		X	X	
Existing and proposed easements or land reserved for or dedicated to public use; existing and proposed ROW and trails	X	X	X	X
<b>ENVIRONMENTAL INFORMATION</b>				
All existing waters of the US, floodways and floodplain within 200 feet; FIRM map designations	X	X	X	X
Loup River Levee or Lost Creek Flood Control within 500 feet.	X	X	X	
Existing ROW's and easements adjoining the subdivision.	X	X	X	X
Topography adequate to provide one-foot contours in city approved vertical datum (no assumed datum). Spot elevations on critical features and grid topography		X	X	
Floodplain Development Permit	X	X	X	

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>IMPROVEMENTS AND CONSTRUCTION INFORMATION</b>				
Proposed utility infrastructure plans including water, sanitary sewer, and storm water management.			X	
Special construction details as required.			X	
Roadway and paving cross-sections.			X	
Table 3-2 STF identification with completed information			X	
Proposed roadway names.			X	X
Proposed Block and Lot numbers.	X	X	X	X
Easements as requested or required for all public and private utilities.				X

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>GRADING AND DRAINAGE PLAN</b> (separate plan sheet) <b>Submittal of a copy of the preliminary plat or design plans without the additional items below is not acceptable and will be considered an incomplete submission.</b>				
Site plan topographic survey adequate to provide one-foot contours in city approved vertical datum (no assumed datum). Spot elevations on critical features.		X	X	
Proposed finish elevations of streets			X	
Proposed finish elevations of ditches/swales		X	X	
Proposed finish grade elevations at each lot building setback		X	X	
Existing site drainage system		X	X	
Proposed site drainage system with elevation at end points		X	X	
Drainage area key map and calculations including from off-site area traveling through the proposed system		X	X	
Stormwater treatment post-construction facility including elevations and special construction details. Includes Table 3-2 STF identifier on the drainage plan complete with data		X	X	
Floodplain or floodway from latest Flood Insurance Rate Maps (FIRM)		X	X	

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>PLAT INFORMATION</b>				
Identify planned or existing trail locations		X	X	
Certifications and seals from licensed Professional Engineer or Legal Surveyor, as required by Ordinance	X	X		X
Draft Development Agreement.		X	X	
Final Development Agreement, Resolution and Deed of Dedication		X		X
Additional information if requested by the Administrative Official and/or Planning Commission	X	X	X	X
Proof of submission to the school district		X	X	X
Proof of submission to all applicable utility providers			X	
Written waiver request, if applicable			X	
<b>SUBMITTAL</b>				
Completed Application	X	X	X	X
Payment of Application Fees	X	X	X	X
Electronic Submittals	X	X	X	X
Initial submittal bonded copy of plat and electronic copy. Upon review provide reproducible plat and updated electronic copy	X	X		X
Bonded Copy of Plat and electronic copy.			X	

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**Table 3-2: Storm Water Treatment Facility Identifier**

<i>STF Type</i>	<i>STF Location (Lat/Long)</i>	<i>Drainage Area (Acres)</i>	<i>Design WQCV (cf) or <math>Q_{wQ}</math> (cfs)</i>	<i>WQCV (cf) or <math>Q_{wQ}</math> (cfs) Provided</i>

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### **4 ARTICLE FOUR: CIRCULATION SYSTEM DESIGN**

#### **4-1 Purpose**

The purpose of this Article is to assure the development of functional and safe circulation patterns within new subdivisions, in order to encourage economical and effective movement of motor vehicles, bicycles, and pedestrians; provide access for public safety vehicles; and encourage the development of circulation systems that enhance the quality of life within new and existing neighborhoods in the City of Columbus and its planning jurisdiction.

#### **4-2 General Standards**

The design of circulation systems should conform to the following general standards and requirements:

- a. Roadway System Design
  1. The road system shall be designed to permit safe and orderly movement of traffic, to meet but not exceed needs of the present and future served population; to be simple and logical; to respect natural features, topography, and landscape; and to present an attractive streetscape.
  2. The system shall conform with the City's Comprehensive Plan, Long Range Transportation Plan, and State of Nebraska Board of Classification and Standards. For streets not shown on the Comprehensive Plan and Long-Range Transportation Plan the arrangement of public streets shall provide for the logical extension of existing public streets, proposed public streets with area developments, and access to adjacent area properties.
  3. The Administrative Office or City Engineer may require a traffic impact study and/or air space study of the area of the development in order to assist in determining impact, roadway classification, traffic control features, safety, and so forth. Approval of study is by applicable official and city council is required.
  4. The street network of a subdivision should provide for logical, continuous extensions of public streets to subsequent, later developments as determined by the Administrative Official and City Engineer.
- b. Pedestrian and Bicycle Systems
  1. A continuous pedestrian system shall be provided within each non-industrial subdivision, designed to conduct pedestrians between every point in the subdivision in a safe manner.
  2. In conventional subdivisions, the pedestrian system will ordinarily be provided by sidewalks placed parallel to and on both sides of each street, with exceptions permitted to preserve natural features or the use of trails to create visual interest.
  3. In overlay districts and Non-traditional Residential Parks and Subdivisions, the pedestrian system may be an independent network diverging from streets but providing continuous pedestrian access between all points.
  4. All aspects of the pedestrian system, including sidewalks and intersection crossings, must be designed to comply with the Americans with Disabilities Act.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

5. Bikeways or recreational trails shall be required only if specifically indicated by the Comprehensive Plan, Long Range Transportation Plan, or Master Trail Plan. Any land dedicated for trail development shall be credited toward the satisfaction of pedestrian system and open space standards set forth by this ordinance. Developer is responsible for construction, cost, and snow removal, in lieu of a sidewalk at these locations.

### **4-3 Street Hierarchy and Design**

1. Characteristics of the Hierarchy
  - (a) Streets shall be classified according to a street hierarchy with design tailored to function with existing and proposed traffic or turning movements.
  - (b) Each street roadway shall be classified and designed to meet appropriate standards.
  - (c) The categories, functions, and projected traffic loads of the street hierarchy are set forth in Table 4-1.
2. Cartway Width
  - (a) Cartway width for each street classification is determined by parking and curbing requirements based on form or intensity of adjacent development.
  - (b) To promote economic development of streets, minimum cartway widths shall be used. Minimum cartway widths are set forth in Table 4-2.
3. Curbs, Gutters, and Shoulders
  - (a) Curbing shall be required for the purposes of safety, drainage, and protection of the pavement edge, as set forth in Table 4-3.
  - (b) Requirements for curbs vary according to street function and the nature of adjacent development and expected future use of the area in accordance with the Future Land Use Map of the Comprehensive Plan. Adjacent development is defined as urban or rural as follows:
    - (1) Rural: Rural Residential or predominately agricultural land.
    - (2) Urban: Residential land use; or adjacent land uses which include commercial, office, industrial, or civic use types.
  - (c) Where curbing is not required, edge definition, shouldering, and stabilization shall be provided.
  - (d) Shoulders, when developed, shall be at least six feet in width, or greater if required by the State of Nebraska Board of Classifications and Standards, on each side for all streets; and located within right-of-way. Swale width is site-specific. Shoulders shall be stabilized with turf or other acceptable material.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

- (e) All curbs shall provide ramps for accessibility by handicapped people consistent with the requirements of the Americans with Disabilities Act.
  - (1) Curb construction shall follow standards established by the City of Columbus.
  - (2) Curb cuts for driveways may be ground smooth to a two-inch drop curb in residential. Maximum curb cut length as measured along the street back of curb is 40 feet including any radii or wings. Radii or wings matching into the public street must remain within the property as projected.
  - (3) Curb cuts may be ground smooth to a two-inch drop curb in commercial areas with lots less than 4,500 square feet in total size. Maximum throat width is 30 feet with a maximum curb cut length with two 20-foot radii measured along the street back of curb is 70 feet. Radii returns matching into the public street must remain within the developed property as projected.
  - (4) Curb cuts in commercial areas with lots greater than 4,500 square feet in total size shall be sawed straight and removed to a 2-foot lug and a two-inch drop curb to total pavement thickness shall be constructed. Grinding is not accepted. Maximum throat width is 40 feet. The maximum curb cut length as measured along the street back of curb with two 20-foot radii is 80 feet and 30-foot radii is 100 feet. Radii returns matching into the public street must remain within the development property as projected.
  - (5) Curb cuts in industrial areas shall be sawed straight and removed to a 2-foot lug and a two-inch drop curb to total pavement thickness shall be constructed. Grinding is not accepted. Maximum throat width is 50 feet. The maximum curb cut length as measured along the street back of curb with two 20-foot radii is 90 feet up to a maximum of 50-foot radii is 150 feet. Radii returns matching into the public street must remain within the development property as projected.

### 4. Sidewalks

- (a) Sidewalk requirements are determined by road classification and intensity of development, as set forth in Table 4-3.
- (b) Where sidewalks are not otherwise required by Table 4-3, the City may require their installation if necessary to provide access to generators of pedestrian traffic or major community features; to continue a walk on an adjacent street; to link parts of the city; or to accommodate future development.
- (c) In conventional residential and commercial development, shall be placed generally parallel to streets within right-of-way located 4-foot from the property line. Exceptions are possible to preserve important natural features or to accommodate topography or vegetation; when applicant shows an alternative for a safe and convenient pedestrian system; or in creative subdivisions.
- (d) In the B1 zoning district, sidewalks may abut curb. Subject to the approval of the City Engineer. Sidewalk landscaping requirements must be met.
- (e) Pedestrian easements at least 12 feet in width may be required through the center of blocks over 600 feet in length if deemed necessary by the approving authorities to provide access to schools or community facilities; or to maintain a continuous pedestrian network within and between subdivisions and districts of the City of Columbus and its jurisdiction.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

- (f) Sidewalks shall provide a clear paved path of at least four foot in width or six feet along parking areas or curb lines, free of any obstructions a minimum of one foot on both sides.
  - (g) All sidewalks shall be constructed according to current standards in use by the City of Columbus. Sidewalks shall be of concrete construction a minimum of four inches thick in residential and five inches thick in commercial and industrial except at points of vehicular crossing where they shall be a minimum of six inches thick or thicker in commercial and industrial areas subject to the approval of the City Engineer.
  - (h) All sidewalks, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act.
5. Bikeways and Recreational Trail
- (a) Bikeways and recreational trails shall be required in subdivisions when specified as part of the comprehensive development plan or master trail plan.
  - (b) All off-street recreational trails shall be of ten feet in width for two-way traffic and comply with the Americans with Disabilities Act. Surfacing of trails shall be concrete minimum of 6 inches thick. Gradients for bikeways and recreational trails should not exceed five percent, except for American's with Disability Act ramps or other preapproved rare occurrence. . Requests to revise trail width to eight feet or paving to asphalt and crushed aggregate surfacing are location and usage dependent and subject to the approval of the City Engineer.
  - (c) Recreational trails may satisfy part of the requirements of this ordinance for sidewalks or open space.
  - (d) Trails shall provide a clear path free of any obstructions a minimum of one foot on both sides.
  - (e) All residential streets shall utilize bicycle safe drainage grates at storm sewer inlets.
  - (f) All trails, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act.
6. Right-of-Way
- (a) Measurement: The right-of-way of a street shall be measured from lot line to lot line, and shall be wide enough to contain the cartway, curbs or shoulder, sidewalks and sidewalk setbacks, other necessary graded areas, and utilities.
  - (b) Any right-of-way that continues an existing street shall be no less than that of existing street.
  - (c) The requirements for right-of-ways for functional categories of roads is set forth in Table 4-3.
  - (d) Dedications: Dedications of right-of-way for collector, sub collector, community, or arterial streets shall be made consistent with the comprehensive development plan.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 7. Street Design Standards

#### (a) Pavement

- (1) All streets shall be paved to current standards utilized in the City of Columbus except:
  - a. Local streets in rural intensity residential subdivisions. In these settings, streets may utilize an aggregate or crushed rock surface of sufficient thickness and with an adequate base to provide a durable surface. All connections and access to existing paved roadways must be concrete paved.
  - b. Courts or Plaza not within the corporate limits or being annexed as part of the development, may utilize a minimum thickness of six-inch aggregate or crushed rock surfacing, provided that such courts or lanes remain in private or private cooperative ownership.
- (2) Street pavement thickness shall relate to the role of the street in the hierarchy, sub-grade conditions, and pavement type.

#### (b) Continuity of Arterial or Collector Streets

- (1) No subdivision shall prevent the extension of arterial or collector streets through and beyond the subdivision. Private Streets cannot emulate a public street or prevent the logical extension of public streets or those planned in the Comprehensive Plan. The subdivider may plan and design collector streets not designated in the Comprehensive Development Plan subject to the approval of the City Council.

#### (c) Arterial Street Construction Alternate

- (1) Where the condition of the existing arterial roadway is in satisfactory condition, concrete, and constructed in accordance with the State of Nebraska Board of Classification and Standards, the developer may elect to pay a Public Infrastructure Improvement Impact Fee in lieu of improving the roadway, earthwork, storm sewer and other potential impacts of such improvements section at the time of development.

#### (d) Cul-de-sacs and Street Bulb-Outs

- (1) Cul-de-sac streets designed to have one end permanently closed shall not exceed 350 feet in length as measure from the radii points, unless a variance is granted. Cul-de-sacs designed with restricted vision from entrance to end shall be required to place a 'No Outlet' sign by the Developer at the entrance of the Cul-de-sac road. The terminating end of a cul-de-sac shall have a minimum radius of 50 feet.
- (2) Street bulb-outs may be utilized on Local streets if approved by the City Engineer.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### (e) Street Intersections

- (1) Streets shall intersect as nearly at right angles as possible, unless limited by topography, existing street alignments, or other clearly defined constraints. No street shall intersect any other street at less than 60 degrees.
- (2) In most cases, no more than two streets should intersect at a single intersection.
- (3) Local street intersections with major arterials should be avoided.
- (4) New intersections along one side of an existing or proposed street shall align with intersections on the other side of the street. Offsets between adjacent intersections shall measure at least 125 feet between centerlines of any streets, major private street or commercial access. The use of T-intersections is encouraged on local streets within the interior of a subdivision. Roundabouts or residential mini-roundabouts or other traffic calming features are also encouraged or otherwise required by the Comprehensive Development Plan or City Engineer and subject to the approval of the City Council.
- (5) Street intersections shall be rounded with a minimum radius of 20 feet on Local and Collector roads and a minimum radius of 30 feet on Minor and Other Arterial and Major Arterial roads. Larger radius comparable cutoffs or chords in place of rounded corners may be required on all types of Arterial roads.
- (6) Intersections and driveways shall not be within 200-feet of all types of Arterial roadways, major roundabouts, or signalized intersections. Driveway requests closer than 200 feet in residential area may be requested and are subject to the City Engineer's review and approval.

### (f) Block Size

- (1) The length, widths, and shapes of blocks shall be suited to the proposed area land use and design of the proposed subdivision and area properties. Blocks within residential areas should generally not exceed 1200 feet in length, unless necessitated by exceptional topography or other demonstrable (non-financial) constraints.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 8. Street Names

- (a) No street names shall be used which will duplicate or be confused with the name of existing streets as approved by the City Engineer. Streets shall be named according to the following system subject to City Engineer and City Council approval:

<b>Street Direction and Type</b>	<b>Name</b>
North-South	Numbered Avenues
East-West	Numbered Streets
Short Streets and Angles	Named Lanes or Drives
Long Angle Arterial Streets	Named Parkway or Boulevard
Cul-de-sacs	Named Places
Intermediate Streets	Named Streets (if E-W) or Avenues (if N-S)
Private Streets	Named Court (East-West) and Named Plaza (North-South)

### 9. Adjacency to Arterials and Railroads

- (a) Where the subdivision is adjacent to or contains a street designated as a major or minor arterial or expressway, provision shall be made for marginal access streets approximately parallel and adjacent to the boundary of such right-of-way. Design features may be necessary to provide adequate protection of residential or commercial property and separation of through and local traffic as determined by the City Engineer.
- (b) Where the subdivision is adjacent to or contains a railroad right-of-way or limited access highway or arterial, the City Engineer may require a street approximately parallel to and on each side of the right-of-way at a distance suitable for appropriate use of the intervening property. These distances shall afford opportunities for safe approach grades and future grade separations.

### 10. Prohibited Practices

- (a) The following design practices shall be prohibited:
- (1) Privately-owned reserve strips controlling access to streets, sidewalks, trails, utilities or similar.
  - (2) Private Streets emulating public streets and allowing continuation of local, collector or arterial existing roadways or those planned in the Comprehensive Plan.
  - (3) Half-or reduced standard width streets.
  - (4) Public alleys, except in a B1 zoning district.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### **4-4 Alleys**

#### **a. Applicability**

Private alleys may be provided to supplement public roadways. Such private alleys may only connect to Local roads.

#### **b. Alley Design**

1. Minimum width of alleys shall be 20 feet.
2. Alley intersections and sharp changes in alignment shall be avoided.
3. Valley gutters may be used at alley and T-intersections subject to approval of the City Engineer.
4. Dead-end alleys shall be avoided if possible. If necessary, dead end alleys shall be provided with adequate turnaround facilities, as determined by the Planning Commission. All barricading and signage is the responsibility of the Developer.
5. Alley design in Commercial zones shall follow the National Fire Protection Agency requirements as administered by the Nebraska State Fire Marshall's Office.
6. Alley design in Residential zones or for residential uses shall follow the International Fire Code.

### **4-5 Lighting and Wiring**

#### **a. Street Lighting**

1. Street lighting shall be provided by the Developer along all streets in urban residential subdivisions or in any commercial or industrial subdivision, according to an approved lighting plan designed by the local public power utility company, or using guideline standards published in the Lighting Handbook of the Illuminating Engineering Society of North America. Lamps shall be light emitting diode (LED) and of type and manufacturer approved by the local public power utility.
2. The height and shielding of lighting standards shall provide proper lighting without hazard to drivers or a nuisance to residents. The design of lighting shall be appropriate to the development and to the City of Columbus.
3. Lighting within the Airport Runway Protection Zone or Approach Zones may require FAA pre and post approval and Nebraska Department of Transportation Aeronautics Division approval.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### b. Underground Wiring

1. All electric, telephone, television, cable TV, data, fiber optics, and other communication lines shall be provided by underground wiring within public easements or public right-of-way, except where in the opinion of the approving authorities, such location is not practical and feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to lessen their visual impact.
2. New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground. Relocation of existing above ground power lines with above ground power lines which are needed for development is subject to pre-approval of the Administrative Official.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

**TABLE 4-1: Street Hierarchy**

Residential Street Type	Function	Guideline Maximum ADT
<b>Private Street or Frontage Road (Private)</b>	Street providing private or controlled access must meet State Fire Marshall turnaround requirements for emergency vehicles and NFPA standards. Private streets may not emulate public streets or prevent the logical extension of existing public roadways or those planned in the Comprehensive Plan.	120-150
<b>Local</b>	Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed.	250-1,000
<b>Collector</b>	Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Driveway access shall be minimized. Collectors may be eligible to use the city's Federal Funds Purchase Program funding.	1,000-5,000
<b>Minor and Other Arterials</b>	Provides community wide access between residential neighborhoods and to other activity centers in Columbus, including Downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited. Other arterials should be excluded from residential areas. Driveway access is not allowed. Traffic control features at intersections may be required. Minor and Other arterials may be eligible to use the city's Federal Fund Purchase Program funding.	5,000-15,000
<b>Major Arterial</b>	Inter-regional road in the street hierarchy. Conveys traffic between activity centers, often at high speeds and with limited access. Should be excluded from residential areas. Driveway access is not allowed. Traffic control features at intersections may be required. Major Arterials may be eligible to use the city's Federal Funds Purchase Program funding.	15,000+

**CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN**

**TABLE 4-2: Cartway Width**

<b>Street Type</b>	<b>Moving Lanes</b>	<b>Parking Restrictions</b>	<b>Total Width Measured back of curb to back of curb</b>	<b>Maximum Grade</b>
<b>Private Street or Frontage Road (Private)</b>	Two 12-foot	None, but must meet NFPA standards	24 feet	10%
<b>Local</b>	Two 12-foot	None	33 feet	10%
<b>Collector</b>	Two 12-foot through lanes	May be limited, must meet NFPA standards	33 feet	10%
<b>Minor and Other Arterials</b>	Each through land 12-foot and/or Two 12-foot with one 14-foot center lane	No parking	41 feet	7%
<b>Major Arterials</b>	Three or more 12-foot	No parking	Minimum 41 feet	Meet design guidelines

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 4-6 Arterials

Arterial street width, including frontage roads, is determined by state standards, designation of individual street or roadway segment, logical extension of roadway segments, and design as determined by the City Engineer.

**TABLE 4-3: Curb, Sidewalk, and Right-of-Way Requirements**

Street Type	Curb / Shoulder	Sidewalk	Sidewalk Setback	Total ROW
<b>Private Street or Frontage Road (Private)</b>	Curb with 2-foot turf shoulder	Required	No Setback. Sidewalk to be located on the private street lot.	Minimum of 32 feet (lot with public easement)
<b>Local - Rural</b>	Minimum 6-foot turf	May Not be Required	NA	60 or 66 feet*
<b>Local - Urban</b>	Curb	Both sides	4 feet or 2 feet in cul-de-sacs	60 or 80 feet*
<b>Collector</b>	Curb	Required both sides	4 feet	60 or 80 feet
<b>Minor or Other Arterial</b>	Curb	Both Sides	4 feet or greater as approved by City Engineer	100 feet or greater*

Arterials

(\*) Arterial right-of-way, design and width, including frontage roads, is determined by state standards, designation of individual street or roadway segment, logical extensions, and as determined by the City Engineer.

Right-of-way

Additional right-of-way for triangular or curved at intersections may be required to meeting turning radii, sidewalks with ramps, utilities, traffic signals, boulevards, and so forth.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

### **5     ARTICLE FIVE: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE**

#### **5-1    Purpose**

The purpose of this Article is to assure that all subdivisions developed in the City of Columbus and its jurisdiction are adequately furnished with necessary public services. These services include adequate water, waste management, and storm water drainage utilities; and park and open space resources.

#### **5-2    Water**

##### a. Connection

1. All installations shall be properly connected to an approved and functioning community water system and in accordance with any and all design and construction manuals.
2. Where City water is accessible within 300 feet of the final plat, the subdivider shall connect to the system and provide adequate lines and stubs to each lot. When City water is not accessible within 300 feet of the final plat, the subdivider shall make provision for a water supply and future connection agreement acceptable to the City Engineer.
3. If a public water supply system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the Rural Water District, or other authorized agency, the City may require installation of a capped system or dry lines. Alternatively, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision to a future public water supply.
4. All proposals for new water supplies, extensions, or main installation shall be approved by the appropriate public agency, including the State of Nebraska Department of Environment and Energy and the City of Columbus.
5. The Developer shall be responsible for the location of the Water and Sanitary Sewer service lines so that the purchaser of the lot can locate them. If the purchaser cannot locate the Water and Sanitary Sewer service lines, the Developer shall be responsible for determining their location including all costs. The Developer shall provide the City with an as-built drawing showing the location of all utility and service lines.
6. City of Columbus final approval of the system, and if applicable, the State Fire Marshall approval of the fire protection system, shall be obtained prior to issuance of building permit or final occupancy permit.

##### b. Capacity

1. The water supply system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
2. The demand rates for all uses, including emergency fire demand, shall be included in the computation of total water demand.
3. Water mains shall be a minimum of six inches in residential and commercial zones and a minimum of eight inches in industrial zones, subject to a Developer provided study, which may be required by the City Engineer, Comprehensive Plan and/or Citywide Water Study which may increase the sizes required.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

4. Hydrants spaced for necessary fire flow and provided with adequate means of drainage. All property shall be within 300 feet of a fire hydrant. Fire hydrants shall be placed at all intersections and ends of mains.
5. Water mains shall be looped to eliminate permanent or long-standing dead-end lines, including through cul-de-sacs.
6. Installation of water systems shall conform to Nebraska Department of Environment and Energy and community design standards in use within the City of Columbus.
7. All final plats shall include a certification from a registered State of Nebraska Professional Engineer that the water supply system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Nebraska Department of Environment and Energy, to the best of his/her knowledge and belief.

### **5-3 Sanitary Sewers**

#### a. Connection

1. All installations shall be properly connected to an approved and functioning sanitary sewer system and in accordance with any and all design and construction manuals. Sewer services lines shall be tapped to sewer mains at the upper pipe limit and not at the flowline.
2. Where City sanitary sewer is accessible within 300 feet of the final plat, the subdivider shall connect to the system and provide adequate lines and stubs to each lot. When City sanitary sewer is not accessible within 300 feet of the final plat, the subdivider shall make provision for a sanitary sewer supply and future connection agreement acceptable to the City Engineer.
3. If the City creates a sanitary sewer extension district each benefiting property in accordance with State Statutes will have a special assessment. Special assessments shall be computed on the basis of proportionate costs and benefits of necessary extensions including sanitary sewer lift stations. Assessments shall be made on an area basis of benefiting property.
4. If system is not in place or cannot be developed, the developer must provide individual subsurface disposal systems where appropriate, with design taking into consideration site density, soil, slope, and other conditions and obtains approval from the Nebraska Department of Environment and Energy. Subsurface or septic systems are not permissible on any lot created if the overall density of the subdivision is greater than one unit per 1.5 acres, if individual lots are smaller than one half of an acre, if restricted by the Nebraska Department of Environment and Energy or any lot which has a property line which is within 300 feet of the public sanitary sewer system.
5. If a sanitary sewer system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the County, the Nebraska Department of Health, or other authorized agency, the City may require installation of a capped system or dry lines. Alternatively, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision of a future sanitary sewer system.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

6. All proposals for new public sanitary sewer systems or extensions of existing systems shall be approved by the appropriate public agencies including the State of Nebraska Department of Environment and Energy and the City of Columbus.
  7. City of Columbus final approval of the system, and if applicable the State Electrical Inspector for the lift station system, shall be obtained prior to issuance of building permit or final occupancy permits.
  8. The Developer shall be responsible for the location of the Water and Sanitary Sewer service lines so that the purchaser of the lot can locate them. If the purchaser cannot locate the Water and Sanitary Sewer service lines, the Developer shall be responsible for determining their location including all costs. The Developer shall provide the City with an as-built drawing showing the location of all utility and service lines.
- b. Capacity
1. The sanitary sewer system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
  2. Installation of sanitary sewer systems shall conform to community design standards of the Nebraska Department of Environment and Energy and those in use within the City of Columbus.
  3. Sanitary sewer mains shall be a minimum diameter of eight inches or as required in a developer provided study as may be required by the City Engineer, the City Comprehensive Plan and/or the Citywide Sewer Study.
  4. Sanitary sewer manholes shall be a minimum of 48-inches in diameter and separation shall not be more than 350 feet and shall be placed at bends, main connections, end of mains and all service connections in diameter 6 inches and greater.
  5. All final plats shall include a certification from a registered Professional Engineer that the sanitary sewer system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Nebraska Department of Environment and Energy, to the best of his/her knowledge and belief.

### **5-4 Storm Sewers and Storm Water Management**

- a. Design
1. All subdivisions shall have a post-construction storm water treatment facility and detention system in accordance with the Storm Water Management Plan and City Code Chapters 53 and 54. This system shall be discussed at the pre-application DRT meeting and shall address routing of storm waters after they leave the subdivision, as well as the available drainage courses or storm sewers in the immediate vicinity of the subdivision.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

2. The design of the storm water management and treatment system shall be consistent with general and specific concerns and standards of the Comprehensive Development Plan, Storm Water Management Plan, Drainage Manual, and the drainage control programs of applicable public agencies. Design shall be based on environmentally sound site planning and engineering techniques and in accordance with the City Stormwater Drainage Manual.
  3. To maximum degree possible, drainage from subdivisions shall conform to natural contours of land and not disturb pre-existing drainage ways.
  4. Adjacent properties which may be pre-development burdened with surface waters should have the effects ameliorated as much as possible.
  5. Peak flow rates out of the subdivision or development shall not exceed pre-development rates. Detention system must be provided within the development, as part of a regional system, or other city program. The detention system must be located a minimum of 10 feet from any public right-of-way.
  6. Design shall use the best available technology to minimize off-site runoff, encourage natural filtration, simulate natural drainage, and minimize discharge of pollutants.
  7. No surface or point source water may be channeled into a sanitary sewer system.
  8. Where possible, a subdivision's drainage system shall coordinate with that of surrounding properties or streets.
  9. The pre-application information should include drainage impacts and shall be discussed with the DRT members.
  10. Post-construction stormwater treatment and detention system within the development must remain to be owned by the Developer, home owners association or similar association or district. They cannot be sold in part or whole to individual property owners in residential or commercial districts. The Environmental Protection Agency and the Nebraska Department of Environment and Energy require privately owned and operated systems to be inspected and maintained in accordance with a Maintenance Agreement as made part of the Development Agreement. Publicly owned and operated systems have the same inspection and maintenance requirements.
- b. Construction Stormwater Pollution Prevention Plan and Notice of Intent
1. In accordance with the Environmental Protection Agency, Nebraska Department of Environment and Energy (NDEE) and City Code Chapters 53 and 54, and the Storm Water Management Plan (SWPPP), prior to disturbance of one acre, the Developer must obtain a NDEE Construction Runoff NOI which includes a Stormwater Pollution Prevention Plan and provide a copy to the City Engineering Department. The SWPPP must be developed and signed by a certified official.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

2. Individual residential or commercial developments which are at or over one acre and which the developer is maintaining their NOI do not have to submit their own NOI or SWPPP. However, if the development NOI is terminated, a NOI must be obtained through the NDEE.
3. Individual residential or commercial developments which are under one acre need to complete an Individual Lot Plan as part of the Building Permit process. If under one acre, you do not need a NDEE NOI unless due to the potential or actual contamination of waters of US, unless one is requested by the City Engineer.
4. The SWPPP Best Management Practice (BMP) must include perimeter stormwater protection by constructing a silt fence or other BMP that is applicable for the topography and situation, such as, waddles on side slopes. The use of earthen berms as a perimeter BMP is not acceptable usage. Additional BMPs shall be provided as designed and shown on the SWPPP including, but not limited to, inlet protection, wet land protection, track out pad(s), concrete wash out (if applicable) and signage.
5. Developer must notify the City Engineering Department, Project Manager, a minimum of 72 hours in advance of the following:
  - (a) Preconstruction conference location and time upon which the NOI, SWPPP, and contact information for the certified inspector shall be provided and discussed. The City Project Manager, and/or City Construction Observer, or another City designee, will attend the meeting.
  - (b) Upon final construction of the initial BMPs for an inspection and approval to proceed with the earthwork or construction phase.
6. BMPs and development must be inspected in accordance with the SWPPP by certified officials, keep SWPPP records and documents updated, and be available to report to the City or NDEE upon any inspection.
7. The Developer and Post-Construction owner or association must provide storm water treatment facility and detention inspections and maintenance in accordance with the Maintenance Agreement and Development Agreement for system on the development. Any required maintenance work must be completed within the required work timeline.

### **5-5 Easements**

#### a. Utility Easements

Public easements for utilities shall be provided for in the subdivision dedication allowing for the construction, maintenance, repair, and replacement of such facilities as required by the utility companies or City.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

### c. Drainage or Environmental Easements

Where a subdivision is crossed by a watercourse, drainage way, channel, or stream, a storm water easement or a permanent drainage or environmental easement shall be provided, corresponding generally with the extent of such watercourse, together with any additional construction or expansion necessary to allow it to conduct and treat storm water adequately. Parallel streets or parkways may be utilized to preserve such drainage ways. Backlot utility or drainage easements a minimum of 10 feet in width, or wider for that required to carry the design and larger storm events as determined in the drainage calculations, shall be provided and shown on the plat.

### d. Other Easements

The subdivision shall provide easements for other public and private utilities that cross through it, in a form acceptable to the City or appropriate public agency.

### **5-6 Dedications**

Before final plat approval is granted to the subdivision, dedications to public use of all streets, alleys, other public right-of-ways, easements, or other parks and public lands shall be completed as required by this Ordinance.

### **5-7 Public Infrastructure Improvement Impact Fee**

#### a. Purpose

1. In the event infrastructure present is in a condition adequate to serve a proposed development, as determined by the City Engineer, the developer may elect to pay a public infrastructure improvement impact fee in lieu of making required public improvements or other payment agreement.
2. Such fee shall be determined by the City Engineer based on most recent, similar construction type.
3. If an agreement or impact fee is required, details shall be included in the Development Agreement.

## CHAPTER 2, ARTICLE 6: IMPROVEMENT PROCEDURES

### **6 ARTICLE SIX: IMPROVEMENT PROCEDURES**

#### **6-1 Purpose**

The purpose of this Article is to ensure the proper installation and maintenance of required streets, utilities, and other improvements. The agreement for improvements shall be structured to provide adequate assurances to the City while not adding unnecessary costs to the developer.

#### **6-2 Application**

- a. This article applies to subdivisions which require the installation of streets, utilities, or other public improvements by the developer.
- b. As a condition of the final approval of the plat and prior to its recording with the Platte County Register of Deeds, the City Council shall require and accept the following:
  1. The furnishing of a performance bond, letter of credit, cash escrow, or other guarantee in a form acceptable to the City, in an amount not to exceed 120% of the estimated cost of the improvement installation.
  2. A specification of the time allowed for the installation of improvements. This period may be extended by the City Council.
  3. The performance guarantee amounts and requirement, along with the permitted time for installation, shall be included within the Development Agreement negotiated between the City and the Developer and approved with the Final Plat.
  4. An Ordinance stating the requirements of the City can be used in lieu of Items 1, 2, and 3 above.

#### **6-3 Pre-Construction Conference**

- a. Prior to beginning construction the developer shall hold a pre-construction conference with adequate advanced notification, a minimum of 72 hours, to the City.
- b. In addition to the developer, attendance at the pre-construction conference shall include a representative from the design professional, city, general contractor, SWPPP inspector, public and private utilities and others which have a direct or indirect interest in the projects successful completion.
- c. The developer is responsible for taking and providing minutes of the pre-construction conference to the city within 7 calendar days of the meeting.

#### **6-4 Notification of Completion and Acceptance by City**

- a. Notification
  1. Upon substantial completion of all required improvements, the developer shall notify the Administrative Official and City Engineer in writing, as well as submitting a certification from the project design professional Engineer, registered in the State of Nebraska, attesting to the adequacy of the installation.
- b. Inspection and Acceptance
  1. The Administrative Official, City Engineer, or his/her designee shall reasonably observe all installations, and shall approve, partially approve, or disapprove of the installation.

## CHAPTER 2, ARTICLE 6: IMPROVEMENT PROCEDURES

2. If the installation is approved, the Administrative Official, City Engineer, or his/her designee shall notify the Developer of acceptance in writing. Such acceptance shall release the developer from liability pursuant to the performance guarantee for the installation. The City has the right to retain up to 10% of the value of the performance guarantee for a period of up to one year from the date of acceptance to remedy any deficiencies which appear during that period.
3. If improvements are not accepted or not completed within the specified time, the performance guarantee shall be forfeited and used by the City to complete satisfactory installation of improvements.
4. Prior to acceptance by the City, the developer shall provide to the City an as-built plan of the infrastructure of the subdivision including, but not limited to, all water, sewer and storm sewer utilities and stormwater treatment facilities. An as-built plan shall include elevations of the post-construction stormwater treatment facility. The as-built plan shall be electronic in a format acceptable to the City. No building permits or occupancy permits will be approved until such completed record drawing submittal is reviewed and approved.



## **The Columbus Land Development Ordinance for the City of Columbus**

**TABLE OF CONTENTS**  
**COLUMBUS LAND DEVELOPMENT ORDINANCE**

CHAPTER 1: ZONING	9
1 ARTICLE ONE: GENERAL PROVISIONS	9
1-1 Title	9
1-2 Jurisdiction	9
1-3 Purpose	9
1-4 Consistency with Comprehensive Development Plan and Long-Range Transportation Plan	9
1-5 Conflicting Provisions	10
1-6 Relief from Other Provisions	10
1-7 Severability of Provisions	10
2 ARTICLE TWO: DEFINITIONS	11
2-1 Purpose	11
2-2 General Construction of Language	11
2-3 Definitions of Terms	11
2-4 A	12
2-5 B	12
2-6 C	13
2-7 D	14
2-8 E	14
2-9 F	14
2-10 G	15
2-11 H	15
2-12 I	16
2-13 J	16
2-14 K	16
2-15 L	16
2-16 M	18
2-17 N	19
2-18 O	20
2-19 P	20
2-20 Q	21
2-21 R	21
2-22 S	21
2-23 T	22
2-24 U	22
2-25 V	23
2-26 W	23
2-27 X	23
2-28 Y	23
2-29 Z	23
3 ARTICLE THREE: USE TYPES	24
3-1 Purpose	24
3-2 Determinations	24
3-3 Agricultural Use Types	24
3-4 Residential Use Types	25
3-5 Office Use Types	25
3-6 Civic Use Types	26
3-7 Commercial Use Types	28
3-8 Parking Use Types	33
3-9 Industrial Use Types	33
3-10 Transportation Use Types	35
3-11 Miscellaneous Type Uses	35

4	ARTICLE FOUR: ZONING DISTRICT REGULATIONS	37
4-1	Purpose	37
4-2	Establishment of Districts	37
4-3	Application of Districts	38
4-4	Hierarchy	38
4-5	Development Regulations	38
4-6	Zoning Map	38
4-7	Interpretation of District Boundaries	39
4-8	Vacation of Streets and Alleys	39
5	ARTICLE FIVE: OVERLAY DISTRICTS	56
5-1	General Purpose	56
5-2	Purpose	56
5-3	Permitted Uses	56
5-4	Site Development Regulations	56
5-5	Access to Public Streets	56
5-6	Application Process	56
5-7	Adoption of District	57
5-8	Amendment Procedure	57
5-9	Building Permits	57
5-10	Termination of PUD District	58
5-11	Purpose	58
5-12	Permitted Uses	58
5-13	Site Development Regulations	58
5-14	Access to Public Streets	59
5-15	Application Process	59
5-16	Adoption of District	59
5-17	Amendment Procedure	60
5-18	Building Permits	60
5-19	Termination of CCD District	60
5-20	Purpose	60
5-21	Procedure for Adoption	60
5-22	Adoption of District	61
5-23	Building Permits	61
5-24	Purpose	61
5-25	Procedure for Adoption	62
5-26	Adoption of District	62
5-27	Building Permits	62
5-28	Statutory Authorization, Finding of Fact and Purposes	63
5-29	General Provisions	64
5-30	Establishment of Zoning Districts	65
5-31	Floodplain Management Administration	65
5-32	Standards for Floodplain Development	72
5-33	Nonconforming Use	78
5-34	Amendments	79
5-35	Definitions	79
5-36 to 5-39	Reserved for Future Use	83
5-40	A: Agricultural Overlay District	83
5-41	Purpose	83
5-42	Application of District	83
5-43	Permitted Uses	83
5-44	Pre-Existing Zoning	83
5-45	Adoption of District	84
6	ARTICLE SIX: SUPPLEMENTAL USE REGULATIONS	85
6-1	Purpose	85
6-2	Supplemental Use Regulations: Agricultural Uses	85
6-3	Supplemental Use Regulations: Residential Uses	85

6-4	Supplemental Use Regulations: Civic Uses .....	88
6-5	Supplemental Use Regulations: Commercial Uses .....	88
6-6	Supplemental Use Regulations: Industrial Uses.....	90
6-7	Supplemental Use Regulations: Home-Based Businesses.....	92
6-8	Supplemental Use Regulations: Accessory Uses.....	94
6-9	Supplemental Use Regulations: Outdoor Storage.....	95
6-10	Supplemental Use Regulations: Swimming Pools .....	95
6-11	Supplemental Use Regulations: Mailboxes .....	98
6-12	Supplemental Use Regulations: Cargo Containers and Portable Storage Containers.....	98
6-13	Supplemental Use Regulations: Truck Terminals.....	99
7	<b>ARTICLE SEVEN: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS</b> .....	100
7-1	Purpose .....	100
7-2	Setback Adjustments.....	100
7-3	Height Exceptions .....	104
7-4	Allowable Adjustments to Site Development Regulations for Creative Subdivisions .....	104
7-5	Fence Regulations .....	105
7-6	Downtown Building Standards .....	106
7-7	Appeals.....	107
8	<b>ARTICLE EIGHT: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS</b> .....	108
8-1	Purpose .....	108
8-2	Applicability .....	108
8-3	Landscaping Requirements .....	108
8-4	Bufferyard Provisions .....	110
8-5	Screening Standards.....	110
8-6	General Provisions.....	111
8-7	Grade Elevation at Residential Building Setback.....	111
8-8	Performance Standards in the B-2 and ML/C-1 Zoning Districts.....	112
9	<b>ARTICLE NINE: OFF-STREET PARKING</b> .....	113
9-1	Purpose .....	113
9-2	General Applications .....	113
9-3	Schedule of Off-Street Parking Requirements.....	113
9-4	Parking Facility Location.....	118
9-5	Off-Street Parking Design Standards.....	118
9-6	Off-Street Loading .....	122
9-7	Parking for Personal and Recreational Vehicles.....	123
10	<b>ARTICLE TEN: SIGN REGULATIONS</b> .....	124
10-1	Purpose and Intent.....	124
10-2	Applicability, Interpretation, Serviceability, and Non-Commercial Speech Substitution.....	125
10-3	Definition of Terms .....	125
10-4	General Sign Regulations.....	134
10-5	Prohibited and Exempt Signs.....	141
10-6	Method of Measurement for Regulations .....	142
10-7	Permitted Permanent Sign Type by Zoning District .....	147
10-8	Illumination/Lighting Sign Elements .....	148
10-9	Sign Type Supplemental Regulations: Permanent Signs.....	149
10-10	Master Sign Plan; Permanent Signs .....	153
10-11	Permitted Temporary Sign Type By Zoning District.....	155
10-13	Outdoor Advertising Signs .....	160
10-14	Outdoor Advertising Signs; Regulations for New Installations .....	162
10-15	Additional Regulations for the Downtown Business District .....	162
11	<b>ARTICLE ELEVEN: NONCONFORMING DEVELOPMENT</b> .....	164
11-1	Purpose .....	164
11-2	Regulations Additive.....	164
11-3	Nonconforming Lots .....	164
11-4	Nonconforming Structures .....	164
11-5	Nonconforming Uses.....	165

12	ARTICLE TWELVE: ADMINISTRATION AND PROCEDURES	167
12-1	Purpose	167
12-2	Site Plan Review Procedure	167
12-3	Special Use Permit Procedure	169
12-4	Amendment Procedure	176
12-5	Extension of the Extra-Territorial Jurisdiction	178
12-6	Building Permits and Certificates of Occupancy	179
12-7	Schedule of Fees, Charges and Expenses	180
12-8	Board of Adjustment	181
12-9	Powers and Duties of the Board of Adjustment	182
12-10	Appeals from the Board of Adjustment	184
12-11	Duties of Building Official, Board of Adjustment, City Council, and Courts on Matters of Appeal	184
12-12	Severability Clause	184
12-13	Complaints Regarding Violations	184
12-14	Penalties for Violation	184
12-15	Development Review Team (DRT)	185
13	ARTICLE THIRTEEN: PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING	
	ORDINANCE	186
13-1	Purpose and Legislative Intent	186
13-2	Title	186
13-3	Severability	186
13-4	Definitions	186
13-5	Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities	190
13-6	Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions	190
13-7	Exclusions	191
13-8	Eligible Facility Permit and Special Use Permit Application and Other Requirements	191
13-9	Location of Wireless Telecommunications Facilities	198
13-10	Shared Use of Wireless Telecommunications Facilities and Other Structures	199
13-11	Height of Telecommunications Towers	199
13-12	Visibility of Wireless Telecommunications Facilities	200
13-13	Security of Wireless Telecommunications Facilities	200
13-14	Signage	200
13-15	Lot Size and Setbacks	200
13-16	Retention of Expert Assistance and Reimbursement by Applicant	201
13-17	Public Hearing and Notification Requirements	201
13-18	Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities	202
13-19	Action on an Application for an Eligible Facility Permit for Wireless Telecommunications Facilities	202
13-20	Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities	202
13-21	Application Fee	203
13-22	Small Cell / DAS Facilities	203
13-23	Performance Security	203
13-24	Reservation of Authority to Inspect Wireless Telecommunications Facilities	203
13-25	Liability Insurance	204
13-26	Indemnification	205
13-27	Fines	205
13-28	Default and/or Revocation	206
13-29	Removal of Wireless Telecommunications Facilities	206
13-30	Relief	207
13-31	Periodic Regulatory Review by the City	208
13-32	Adherence to State and/or Federal Rules and Regulations	208

13-33	Adherence to International Building Code .....	208
13-34	Conflict with Other Laws .....	208
13-35	Effective Date.....	208
13-36	Authority.....	209
13-37 to 13-39	Reserved for Future Use.....	209
: PART B - SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY .....		210
13-40	Title.....	210
13-41	Severability .....	210
13-42	Definitions .....	210
13-43	Purpose and Scope.....	213
13-44	Permits to Occupy the Right-of-Way.....	214
13-45	Rates .....	217
13-46	Aesthetic and Design Standards.....	217
13-47	Independent Technical and Legal Review.....	218
13-48	Relief .....	218
14	ARTICLE FOURTEEN: SEXUALLY ORIENTED BUSINESS .....	219
14-1	Purpose and Intent.....	219
14-2	Definitions .....	219
14-3	Classification .....	223
14-4	Location of Sexually Oriented Businesses .....	223
14-5	Appeals, Exemption from Location Restrictions .....	224
14-6	Signs for Sexually Oriented Businesses.....	225
15	ARTICLE FIFTEEN: PERMITS TO OCCUPY THE RIGHT-OF-WAY .....	226
15-1	Definitions .....	226
15-2	Purpose; Scope; Exceptions.....	226
15-3	Permits.....	227
15-4	Fees and Taxes .....	231
15-5	Aesthetic and Design Standards.....	231
15-6	Independent Technical and Legal Reviews .....	234
15-7	Relief .....	234
CHAPTER 2: SUBDIVISIONS .....		235
1	ARTICLE ONE: GENERAL PROVISIONS .....	235
1-1	Title.....	235
1-2	Authority and Purpose.....	235
1-3	Relationship to the Comprehensive Plan .....	236
1-4	Jurisdiction and Applicability .....	237
1-5	Amendment.....	237
1-6	Fees.....	237
1-7	Enforcement.....	237
1-8	Penalties .....	237
1-9	Interpretation, Conflict, and Severability.....	238
2	ARTICLE TWO: DEFINITIONS .....	239
2-1	Purpose .....	239
2-2	Definitions of Terms .....	239
2-3	A.....	239
2-4	B.....	239
2-5	C.....	240
2-6	D.....	240
2-7	E.....	241
2-8	F.....	241
2-9	G.....	241
2-10	H.....	241
2-11	I.....	241
2-12	J.....	241
2-13	K.....	241
2-14	L.....	241

2-15	M.	242
2-16	N.	242
2-17	O.	242
2-18	P.	242
2-19	Q.	243
2-20	R.	243
2-21	S.	243
2-22	T.	244
2-23	U-Z.	244
3	ARTICLE THREE: PROCEDURES AND ADMINISTRATION	245
3-1	Purpose	245
3-2	Administrative Subdivisions	245
3-3	Minor Subdivisions	246
3-4	Major Subdivisions	248
4	ARTICLE FOUR: CIRCULATION SYSTEM DESIGN	261
4-1	Purpose	261
4-2	General Standards	261
4-3	Street Hierarchy and Design	262
4-4	Alleys	268
4-5	Lighting and Wiring	268
4-6	Arterials	272
5	ARTICLE FIVE: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE	273
5-1	Purpose	273
5-2	Water	273
5-3	Sanitary Sewers	274
5-4	Storm Sewers and Storm Water Management	275
5-5	Easements	277
5-6	Dedications	278
5-7	Public Infrastructure Improvement Impact Fee	278
6	ARTICLE SIX: IMPROVEMENT PROCEDURES	279
6-1	Purpose	279
6-2	Application	279
6-3	Pre-Construction Conference	279
6-4	Notification of Completion and Acceptance by City	279

# CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

## TABLE OF FIGURES

### COLUMBUS LAND DEVELOPMENT ORDINANCE

Figure 2-15: Lot Definitions .....	17
Figure 7-2 (a): Vision Clearance Zone .....	102
Figure 7-2 (b): Vision Clearance Zone .....	103
Figure 9-5 (a): Off-Street Parking Standards .....	119
Figure 9-5 (b): Parking Lot Internal Island .....	121
Figure 10-3 (a): Permanent Signs Examples .....	132
Figure 10-3 (b): Temporary Signs Example .....	133
Figure 10-6 (a): Lot Frontage Determination .....	144
Figure 10-6 (b): Formulas for Determining Sign Area for Signs with Two or More Faces .....	145
Figure 10-6 (c): Measurement of Sign Height .....	146
Figure 15-5: Street Right-of-Way .....	233

## TABLE OF TABLES

### COLUMBUS LAND DEVELOPMENT ORDINANCE

Table 4-1: Base Districts .....	37
Table 4-2: Purposes of Zoning Districts .....	40
Table 4-3: Permitted Uses by Zoning District .....	42
Table 4-4: Site Development Regulations .....	52
Table 8-1: Required Landscape Depth .....	109
Table 8-2: Bufferyard Requirements .....	110
Table 8-3: Maximum Permitted Sound Levels at Residential Boundaries .....	112
Table 9-1: Off-Street Parking Requirements .....	114
Table 10-1: Maximum Size of Exposed Glass Panel .....	138
Table 10-2: Permitted Permanent Sign Budget by District .....	143
Table 10-3: Permitted Permanent Signs by Type and Zoning District .....	147
Table 10-4: Permitted Permanent Signs by Type and Zoning District .....	148
Table 10-5: Permitted Site Development Standards for Detached Signs by Zoning Districts .....	149
Table 10-6: Permitted Site Development Standards for Attached Signs by Zoning Districts .....	150
Table 10-7: Permitted Temporary Signs by Type and Zoning District .....	156
Table 10-8: Permitted Banner Sign Number and Size by Street Frontage .....	157
Table 10-9: Permitted Freestanding Yard Sign Number and Size by Street Frontage .....	158
Table 12-1: Criteria for Site Plan Review and Special Use Permits .....	171
Table 3-1: Application Requirements .....	255
Table 3-2: Storm Water Treatment Facility Identifier .....	260
Table 4-1: Street Hierarchy .....	270
Table 4-2: Cartway Width .....	271
Table 4-3: Curb, Sidewalk, and Right-of-Way Requirements .....	272

# CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

## **CHAPTER 1: ZONING**

### **1 ARTICLE ONE: GENERAL PROVISIONS**

#### **1-1 Title**

Chapter 1 of this Ordinance shall be known as the Zoning Chapter of the Columbus Land Development Ordinance of the City of Columbus, Nebraska (CLDO), and shall be incorporated into the Columbus City Code as Title XV, Chapter 151.

#### **1-2 Jurisdiction**

The provisions of this Chapter shall be applicable to all property within the corporate limits of the City of Columbus and its extra-territorial jurisdiction as authorized by Section 16-901, Revised Statutes of Nebraska, 1943. Except as limited by §16-901 of Nebraska Revised Statutes, 1943, all existing or future zoning regulations, property use regulations, building ordinances, electrical ordinances, plumbing ordinances and ordinances authorized by §16-240 of Nebraska Revised Statutes, 1943, shall apply to the area two miles beyond and adjacent to the City's corporate boundaries to the extent shown on the Extra-Territorial Jurisdiction Map, the City's official map, with the same force and effect as if such outlying area were within the corporate limits of the City of Columbus. Boundaries of the Extra-Territorial Jurisdiction established by this ordinance shall be shown on the Extra-Territorial Jurisdiction Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of and concurrent with this ordinance. The Extra-Territorial Jurisdiction may be changed from time to time following the extension of City boundaries either by annexation or by additions brought into the City pursuant to the Subdivision Code. Such changes shall be reflected on the Extra-Territorial Map. The City Clerk and Engineer shall keep a complete record of all changes to the Extra-Territorial Jurisdiction Map.

#### **1-3 Purpose**

The purposes of the Columbus Land Development Ordinance of the City of Columbus are to:

- a. Serve the public health, safety, and general welfare of the city and its jurisdiction.
- b. Classify property in a manner that reflects its suitability for specific uses.
- c. Provide for sound, attractive development within the city and its jurisdiction.
- d. Encourage compatibility of adjacent land uses.
- e. Protect environmentally sensitive areas.
- f. Further the objectives of the Comprehensive Development Plan and Long-Range Transportation Plan of the City of Columbus.

#### **1-4 Consistency with Comprehensive Development Plan and Long-Range Transportation Plan**

The City of Columbus intends that this Columbus Land Development Ordinance and any amendments to it shall be consistent with the City's Comprehensive Development Plan and Long-Range Transportation Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Development Plan or Long-Range Transportation Plan because of subsequent amendments to that plan, it is the City's intent to amend this Ordinance to bring it into conformance with the plans.

## CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

### **1-5 Conflicting Provisions**

The Columbus Land Development Ordinance shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Columbus Land Development Ordinance conflicts with any other provision of the Columbus Land Development Ordinance, any other Ordinance of the City of Columbus, or any applicable State or Federal law, the more restrictive provision shall apply.

### **1-6 Relief from Other Provisions**

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

### **1-7 Severability of Provisions**

If any chapter, section, subsection, clause, or phrase of this Columbus Land Development Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### 2 ARTICLE TWO: DEFINITIONS

#### 2-1 Purpose

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Zoning Ordinance. The meaning and construction of words as set forth shall apply throughout the Zoning Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

#### 2-2 General Construction of Language

The following general rules of construction apply to the text of the Zoning Ordinance.

##### Headings

Section and subsection headings contained herein are provided for illustrative purposes only and shall not be deemed to limit, govern, modify, or otherwise affect the scope, meaning, intent of any provision of the Zoning Ordinance.

##### Illustration

In the case of any real or apparent conflict between the text of this Ordinance and any illustration explaining the text, the text shall apply.

a. Shall and May

"Shall" is always mandatory. "May" is discretionary.

b. Tenses and Numbers

Words used in the present tense include the future tense. Words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

c. Conjunctions

Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:

1. "And" indicates that all connected items or provisions apply.

2. "Or" indicates that the connected items or provisions may apply singly or in any combination.

3. "Either...or" indicates that the connected items or provisions shall apply singly but not in combination.

d. Referenced Agencies

Unless otherwise indicated, all public officials, bodies, and agencies referred to in this Chapter are those of the City of Columbus.

#### 2-3 Definitions of Terms

For the purposes of this Zoning Ordinance, certain terms and words are hereby defined. Certain sections contain definitions which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### **2-4 A**

1. **Abutting:** Having lot lines or district boundaries in common, including property separated by a public street or alley. Used interchangeably with adjacent.
2. **Accessory Structure:** A structure, which is incidental to and customarily associated with a specific principal use or building on the same site.
3. **Accessory Use:** A use, which is incidental to and customarily associated with a specific principal use on the same site.
4. **Addition:** Any construction, which increases the size of a building or structure in terms of site coverage, height, length, width, or gross floor area.
5. **Aerial Map:** An orthoimage with a scale of not less than 1 inch to 600 feet showing the location of a development project or subdivision in reference to surrounding property. The map shall show existing lots, streets, public facilities, flood plain and floodway zones, natural features, city limit or extra territorial jurisdiction lines. The area shown shall be sufficient to show how the proposed project or subdivision will fit into existing developments.
6. **Agent of Owner:** Any person showing written verification that he/she is acting for, and with the knowledge and consent of, a property owner.
7. **Alley:** A public right of way, which is used as a secondary means of access to abutting property.
8. **Alteration:** Any construction or physical change in the internal arrangement of spaces, the supporting members, the positioning on a site, or the appearance of a building or structure.
9. **Apartment:** A housing unit within a building designed for and suitable for occupancy by only one family.
10. **Attached:** Having one or more walls in common with a principal building or connected to a principal building by an integral architectural element, such as a covered passageway; facade wall extension; or archway.

### **2-5 B**

1. **Base District:** A district established by this Ordinance to prescribe basic regulations governing use and site development. No more than one base district shall apply to the same portion of a site.
2. **Basement:** A level of a building below street level that has at least one-half of its height below the surface of adjacent ground. A basement used for independent dwelling or business purposes shall be considered a story for the purposes of height measurement.
3. **Beginning of Construction:** At the time the site is disturbed or altered for the project.
4. **Blockface:** The property abutting one side of a street and lying between the two nearest intersection streets, or between the one nearest intersecting street or a major physical barrier, including, but not limited to, railroads, streams, lakes, the corporate limits of Columbus, or the Extra-territorial Jurisdiction of the City of Columbus.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

5. Bufferyard: A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.
6. Building: A structure having a roof and built to provide shelter, support, or enclosure for persons or property.
7. Building Coverage: The area of a site covered by buildings or roofed areas, excluding allowed projecting eaves, balconies, and similar features.
8. Building Line: The outer boundary of a building established by the location of its exterior walls.
9. Building Official: The Chief Building and Code Official is responsible for supervision and operation of the building and land use regulations of the City of Columbus.
10. Business: Activities that include the exchange or manufacture of goods or services on a site.
11. Business Center: A building containing more than one commercial business, or any group of non-residential buildings within a common development, characterized by shared parking and access.

### **2-6 C**

1. Certificate of Occupancy: An official certificate issued by the Building Official or his/her designee, indicating conformance with the zoning regulations and other applicable ordinances of the city and authorizing legal use of the premises for which it is issued.
2. Change of Use: The replacement of an existing use by a new use.
3. Cluster: A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common area, or the preservation of historically or environmentally sensitive features.
4. City: The City of Columbus, Nebraska.
5. City Council: The City Council of Columbus, Nebraska.
6. Collector Street: A street connecting neighborhoods within Columbus and its Extra-territorial jurisdiction, designed to carry traffic from local to arterial streets.
7. Common Area: An area held, designed, and designated for common or cooperative use within a development.
8. Common Development: A development proposed and planned as one unified project not separated by a public street or alley.
9. Compatibility: The degree to which two or more different land use types are able to exist together in close proximity, with no one use having significant negative effects on any other use.
10. Comprehensive Plan: The duly adopted Comprehensive Development Plan of the City of Columbus.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

11. Condominium: A real estate ownership arrangement that combines fee simple title to a specific unit and joint ownership in common elements shared with other unit owners. Types of units may include dwelling units, parking spaces, office spaces, or commercial spaces.
12. County: Platte County, Nebraska.
- ~~13. Private street access: An approved private street access with easement which provides access to residential properties and meets the following conditions:
  - ~~(-) Serves twelve or fewer housing units or platted lots.~~
  - ~~(-) Does not function as a public street because of its alignment, design, or location.~~
  - ~~(-) Is completely internal to a development.~~
  - ~~(-) Provides approved emergency access to all properties.~~
  - ~~(-) Follow naming requirements (lane/court)~~~~
- ~~19-13.~~ Courtyard: An open, unoccupied space, bounded on two or more sides by the walls of the building.
- ~~20-14.~~ Creative Subdivision: A wholly or principally residential subdivision that permits a reduction in lot area, setback, or other site development regulations, provided the remaining land area is used for common area.

### 2-7 D

1. Density: The amount of development per specific unit of a site.
2. Drive-in-Services: Uses which involve the sale of products or provision of services to occupants in vehicles.
3. Detached: Fully separated from any other building or attached to another building in such a manner as not to constitute an enclosed or covered connection.
4. Driveway: A permanently surfaced area providing vehicular access between a street and an off- street parking or loading area.
5. Downtown Business District: Area bounded by 10<sup>th</sup> Street and 15<sup>th</sup> Street and 21<sup>st</sup> Avenue and 32<sup>nd</sup> Avenue, all public rights-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.
6. Dwelling Unit: A single unit providing complete independent living facilities for one or more persons; including permanent provisions for living, sleeping, eating, cooking, and sanitation. The minimal dwelling size is 400 square feet.

### 2-8 E

1. Easement: A privilege or right of use granted on, above, under, or across a particular tract of land by one owner to others.
2. Enclosed: A roofed or covered space fully surrounded by walls.

### 2-9 F

1. Family: One (1) or more related persons living together and occupying a single dwelling unit with shared common living, sleeping, cooking, and eating facilities; or a

## CHAPTER 1, ARTICLE 2: DEFINITIONS

group of non-related persons living together by joint agreement and occupying a single dwelling unit with shared common living, sleeping, cooking, and eating facilities on a non-profit, cost-sharing basis. A group of non-related persons shall consist of not more than three (3) persons in a dwelling unit containing two (2) bedrooms or less or a group of not more than four (4) persons living in a dwelling unit containing three (3) bedrooms or more. The following person shall be considered related for the purpose of this Ordinance:

- (a) Persons related by blood, marriage, or adoption;
  - (b) Persons residing with a family for the purpose of adoption;
  - (c) Not more than eight (8) persons under 19 years of age, residing in a foster house licensed or approved by the State of Nebraska;
  - (d) Not more than eight (8) persons 19 years of age or older residing with a family for the purpose of receiving foster care licensed or approved by the State of Nebraska;
  - (e) Person(s) living with a family at the direction of a court.
2. Federal: Pertaining to the Government of the United States of America.
  3. Floor Area Ratio: The quotient of gross floor area divided by gross site area.
  4. Frontage: The length of a property line of any one lot abutting and parallel to a public street or private access.

### **2-10 G**

1. Grade: The elevation of the finished surface of ground, paving, or sidewalk adjacent to any building line.
2. Gross Floor Area: The total enclosed area of all floors of a building, measured to the inside surfaces of the exterior walls. This definition excludes the areas of basements, elevator shafts, air spaces above atriums, and enclosed off-street parking and loading areas serving a principal use.

### **2-11 H**

1. Height: The vertical distance from the established grade to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip, shed, or gambrel roofs. Where a building is located on a slope, height shall be measured from the average grade level adjacent to the building.
2. Home Occupation: An accessory occupational use conducted entirely within a dwelling unit by its inhabitants, which is clearly incidental to the residential use of the

## CHAPTER 1, ARTICLE 2: DEFINITIONS

dwelling unit or residential structure and does not change the residential character of its site.

3. Housing Unit or Dwelling Unit: A building or portion of a building arranged for and intended for occupancy as an independent living facility for one family, including permanent provisions for cooking.

### **2-12 I**

1. Impervious Coverage: The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

### **2-13 J**

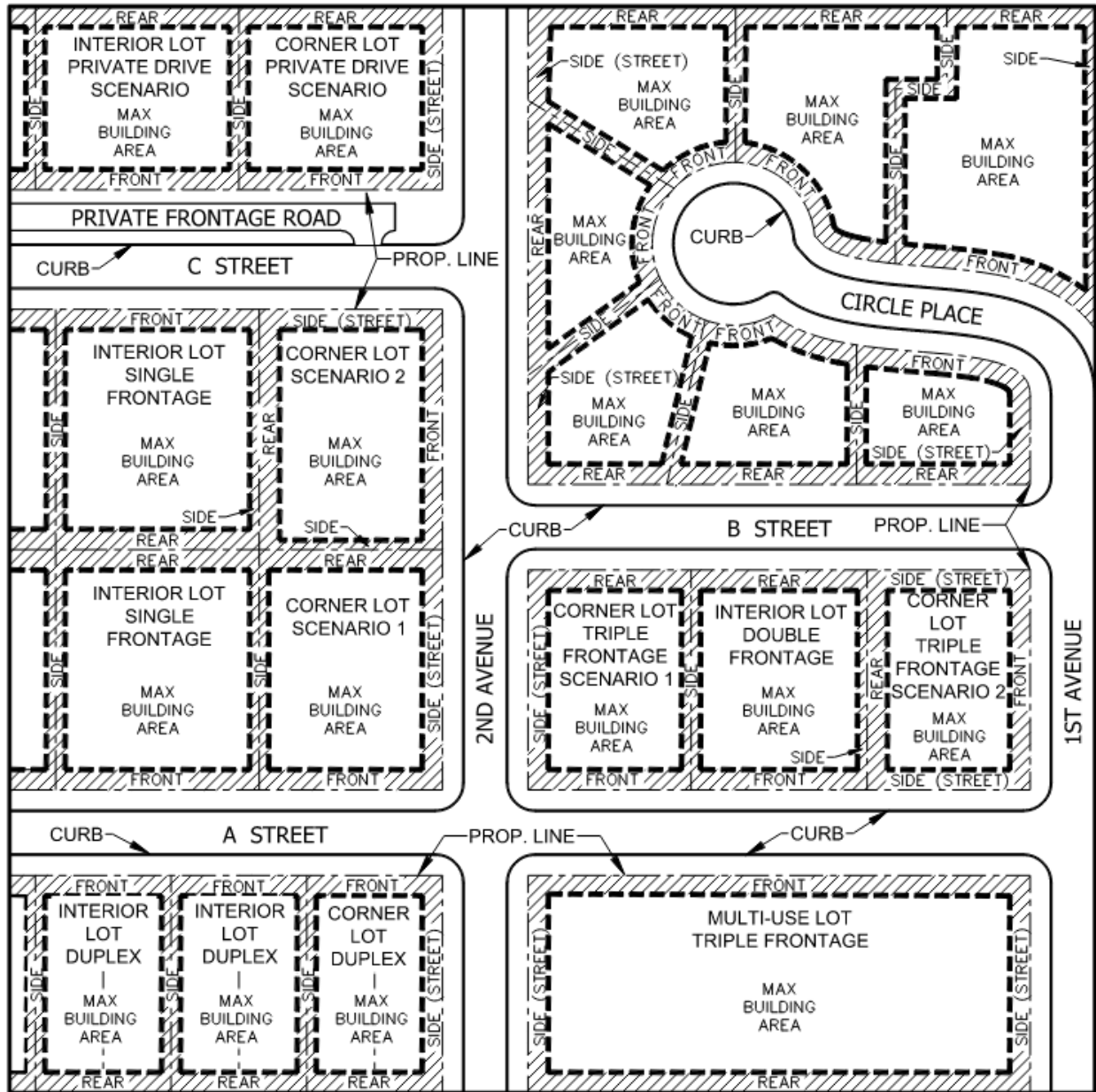
### **2-14 K**

### **2-15 L**

1. Landscaped Area: The area within the boundaries of a given lot, site or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, groundcover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily living landscape.
  - (a) Perimeter Landscaped Area: Any required landscaped area that adjoins the exterior boundary of a lot, site, or common development.
  - (b) Interior Landscaped Area: Any landscaped area within a site exclusive of required perimeter landscaping.
2. Loading Area: An off-street area used for the loading or unloading of goods from a vehicle in connection with the use of the site on which such area is located.
3. Long Range Transportation Plan: Transportation Planning Document that discusses how Columbus will grow over the next two decades and identified transportation strategies to enable a more resilient and economically vibrant future.
4. Lot: A parcel of real property with a separate and distinct number or other designation shown on a plat, record or survey, parcel map, or subdivision map recorded in the office of the Platte County Register of Deeds. When a lot is used together with one or more contiguous lots in a common development, all of the lots used, including any lots used for off-street parking shall be considered a single lot for purposes of these Zoning Regulations. A lot shall have a minimum frontage of 20 feet, except as provided in an approved Planned Unit Development and/or Creative Subdivision. See Figure 2-15.
  - (a) Corner Lot: A lot located at the intersection of two streets, private street access or on two segments of a curved street or private street access forming an angle of no more than 135 degrees.
  - (b) Double Frontage Lot: A lot, other than a corner lot, having frontage on two streets or private access easements.
  - (c) Interior Lot: A lot other than a corner lot.

# CHAPTER 1, ARTICLE 2: DEFINITIONS

**Figure 2-15: Lot Definitions**



## CHAPTER 1, ARTICLE 2: DEFINITIONS

Lot Area: The total horizontal area within the lot lines of a lot.

5. Lot Depth: The average horizontal distance between the front and rear lot lines.
6. Lot Line: The lines bounding a lot as herein defined.
  - (a) Front Lot Line: For an interior lot, the lot line separating the lot from the street or private access. For a residential corner lot, the building official may determine which lot line abutting a street or private access shall be the front lot line, or the front lot line may be designated as the front lot line on a subdivision plat or parcel map. For a non-residential corner lot, the lot line abutting a street or private access to which the principal building is oriented, or the line designated as the front lot line on a subdivision plat or parcel map.
7. Rear Lot Line: The lot line which is opposite and most distant from the front lot line.
  - (a) Side Lot Line: Any lot line that is neither a front or rear lot line. A side lot line separating a lot from a street or private access easement is a street side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.
8. Lot Width: The horizontal distance between the side lot lines, measured at the two points of intersection between the front yard setback line and the side lot lines.

### **2-16 M**

1. Manufactured Home Dwelling: A factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; does not have permanently attached to its body or frame any wheels or axles; bears a label certifying that it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development; and which complies with the following architectural and aesthetic standards:
  - (a) The home shall have at least 900 square feet of floor area;
  - (b) The home shall have an exterior width of at least 18 feet;
  - (c) The roof shall be pitched with a maximum vertical rise of 2.5 inches for each 12 inches of horizontal run;
  - (d) The exterior material is of a color, material, and scale comparable with those existing in the residential site on which the manufactured home dwelling is being permanently installed;
  - (e) The home shall have a non-reflective roof material which is or simulates asphalt or wood shingles, tile, or rock;
  - (f) Permanent utility connections shall be installed in accordance with local regulations;
  - (g) The home shall have all wheels, axles, transporting lights, and towing apparatus removed; and
  - (h) The home shall be installed upon a permanent foundation that is constructed and built-in accordance with local regulations.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

2. Mixed Use Building: A building or structure that incorporates two or more use types within it.
3. Mixed Use Development: A single development which incorporates two or more use types within its site boundaries.
4. Mobile Homes: A building type designed to be transportable in one or more sections, constructed on a permanent chassis or undercarriage, and designed to be used as a dwelling unit or other use with or without a permanent foundation when connected to the required utilities, but not bearing a seal attesting to the approval and issuance of the Nebraska Department of Health or conformance to the manufactured home procedural and enforcement regulations, as adopted by the U.S. Department of Housing and Urban Development; or not otherwise satisfying the definition of Manufactured Home Dwellings. Tiny Homes constructed on a permanent chassis or undercarriage shall be considered a mobile home.

### 2-17 N

1. Nonconforming Development: A building, structure, or improvement which does not comply with the regulations for its zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time of construction.
2. Nonconforming Use: A lawful use of land, other than a sign, which does not comply with the use regulations for its zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time the use was established.
3. Non-Traditional Residential Park: A unified development in which the development is under single ownership, developed, subdivided, planned, and improved for the placement of mobile and/or tiny home units for non-transient use. Mobile or Tiny Home Parks include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.
4. Non-Traditional Residential Subdivision: A unified development in which the development is under common or split ownership, subdivided, planned, and improved for the placement of housing units on lots. Mobile Non-Traditional Residential Subdivisions shall include common areas and facilities for parking, recreation, utility services, enclosed shelter; and may include facilities for management, laundry, storage and other services. Non-Traditional Residential Subdivisions may not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.
5. Nuisance: An unreasonable and continuous invasion of the use and enjoyment of a property right which a reasonable person would find annoying, unpleasant, obnoxious, or offensive.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### **2-18 O**

1. **Off-Street Parking:** Parking which must be provided on a site, but not within public right-of-way or property.
2. **Open Space:** Area included on any site, subdivision or lot that is open and unobstructed to the sky, except for allowed projections of cornices, overhangs, porches, balconies, or plant materials.
3. **Outdoor Storage:** The storage of materials, parts, or products that are related to the primary use of a site for a period exceeding three days.
4. **Overlay District:** A district established by this Ordinance to prescribe special regulations to be applied to a site or subdivision only in combination with a base district.
5. **Owner:** An individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest to seek development of land.

### **2-19 P**

1. **Parking Facility:** An area on a lot and/or within a building, including one or more parking spaces, along with provision for access circulation, maneuvering, and landscaping meeting the requirements of this Zoning Ordinance. Parking facilities include parking lots, private garages, and parking structures.
2. **Parking Spaces:** An area on a lot and/or within a building, intended for the use of temporary parking of a personal vehicle. This term is used interchangeably with "parking stall". Each parking space must have a means of access to a public street. Tandem parking stalls in single-family detached, single-family attached, and townhome residential uses shall be considered to have a means of access to a public street.
3. **Permitted Use:** A land use type allowed as a matter of right in a zoning district, subject only to special requirements of this Zoning Ordinance.
4. **Personal Vehicles:** This term includes passenger cars, vans, motorcycles, trucks, pick-up trucks, camper trailers, recreational vehicles, trailers under 40 feet in length and boats, which can be classified as personally owned.
5. **Planned Unit Development:** A development of land which is planned and developed as a whole in a single development operation or programmed series of development stages. The development may include streets, circulation ways, utilities, buildings, open spaces, and other site features and improvements.
6. **Porch, Unenclosed:** A roofed or unroofed open structure projecting from an exterior wall of a building and having no enclosed features more than thirty inches above its floor other than wire screening and a roof with supporting structure.
7. **Premises:** A tract of land consisting of one or more lots or sites which are contiguous and under common ownership or control.
8. **Private Drive:** Access which is privately owned by one or more person, which has not been dedicated to the public but rather established by the property owner(s) for access to and from the drive connecting to the public street.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

~~10.9.~~ Private Street Access: An approved private street access with easement which provides access to residential properties and meets the following conditions:

- (a) Serves twelve or fewer housing units or platted lots.
- (b) Does not function as a public street because of its alignment, design, or location.
- (c) Is completely internal to a development.
- (d) Provides approved emergency access to all properties.
- (e) Follow naming requirements (lane/court)

~~11.10.~~ Private Garage: A building for the storage of motor vehicles where no repair or service facilities are maintained and where no motor vehicles are kept for rental or sale.

~~12.11.~~ Private Street: Privately owned and maintained access to a lot or parcel and shall have a public easement for utility and fire access.

~~13.12.~~ Property Line: The line separating parcels.

### **2-20 Q**

### **2-21 R**

1. Recreational Vehicle: A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational, or sporting purposes. Recreational vehicles include, but are not limited to, travel trailers; campers; motor coach homes; converted buses and trucks, boats, and boat trailers; and van conversions.
2. Residential convenience services: Uses that are accessory to the primary residential use in the multi-family or Non-Traditional Residential District such as laundry services, solid waste, open recreational space, shared parking, etc.
3. Regulation: A specific requirement set forth by this Zoning Ordinance which must be followed.

### **2-22 S**

1. Screening: The method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features.
2. Setback: A line within a lot parallel to and measured from a corresponding lot line, forming the boundary of a required yard and setting forth the nearest that a building face may come to that lot line.
3. Sign: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land, which is intended to convey information about a product, business, activity, place, person, institution, candidate, or political idea.
4. Site: The parcel of land to be developed or built upon. A site may encompass a single lot, portion of a lot, or a group of lots developed as a common development. A site must be in one base district, and cannot be separated by a public street or alley. One

## CHAPTER 1, ARTICLE 2: DEFINITIONS

structure or building may not be divided into more than one site for the purpose of zoning.

5. Site Plan: A plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries and topography of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land.
6. Special Permit Use: use with operating and/or physical characteristics different from those of permitted uses in a given zoning district which may, nonetheless, be compatible with those uses under special conditions and with adequate public review. Special permit uses are allowed in a zoning district only at the discretion of and with the explicit permission of the City Council, upon the recommendation of the Planning Commission.
7. State: The State of Nebraska.
8. Street: A right of way, dedicated to public use, which affords a primary means of access to the abutting property.
9. Street Level: First floor, which the floor elevation is at or above sidewalk elevation or adjacent ground.
10. Street, Local: A street which is used primarily for access to the abutting properties.
11. Street, Major: A street carrying traffic between neighborhoods, connecting neighborhoods with major activity centers, or accommodating major through traffic. Major streets are designated as collectors, arterials, or highways by the Comprehensive Development Plan and Long-Range Transportation Plan.
12. Structure: That which is built or constructed above or below grade.

### **2-23 T**

1. Tiny Home: A dwelling unit that is 400 square feet or less in floor area excluding lofts.
2. Townhouse: A dwelling unit having a common wall with or abutting one or more adjacent dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither above nor below any other dwelling unit. In addition, no more than twelve contiguous townhouses with common or abutting walls.

### **2-24 U**

1. Use: The conduct of an activity, or the performance of a function or operation, on a site or in a building or facility.
2. Utilities: Installations, either above or below ground, necessary for the production, generation, transmission, delivery, collection, treatments, or storage of water, solid or fluid wastes, stormwater, energy media, gas, electronic or electromagnetic signals, or other services which are precedent to development and use of land.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### 2-25 V

1. Value: The estimated cost to construct or replace a structure in kind, based on current costs.
2. Vehicle: Includes personal vehicles and recreational vehicles.

### 2-26 W

### 2-27 X

### 2-28 Y

1. Yard: A required open space on a lot adjoining a lot line, containing only landscaping or other uses as provided by this Zoning Ordinance.
  - (a) Front Yard: A required yard extending the full width of a lot, between the front lot line and the front setback line.
  - (b) Rear Yard: A required yard extending the full width of a lot, between the rear lot line and the rear setback line.
  - (c) Interior Side Yard: A required yard extending the depth of a lot from the front to rear lot lines, between the interior side lot line and the side setback line.
  - (d) Street Side Yard: On a corner lot, a required yard extending the depth of a lot from the front to rear lot lines, between the street side lot line and the street side setback line.

### 2-29 Z

1. Zoning District: A designated specified land classification, within which all sites are subject to a unified group of use and site development regulations set forth in this Zoning Ordinance.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3 ARTICLE THREE: USE TYPES**

#### **3-1 Purpose**

Article Three shall be known as the Use Types. The purpose of the Use Types is to establish a classification system for land uses and a consistent set of terms defining uses permitted or conditionally permitted within various zoning districts. The Use Types section also provides a procedure for determining the applicable use type of any activity not clearly within any defined use type.

#### **3-2 Determinations**

- a. Classification of Uses: In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Building Official of the City of Columbus shall have the authority to determine the appropriate use type. A determination of the Building Official may be appealed to the Board of Adjustment. In making such determinations, the Building Official and the Board of Adjustment shall consider the operational and physical characteristics of the use in question and shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to exclusive lists.
- b. Records: The Building Official shall make all such determinations of appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

#### **3-3 Agricultural Use Types**

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

- a. Horticulture: The growing of horticultural and floricultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.
- b. Crop Production: The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.
- c. Animal Production: The raising of animals or production of animal products, such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source; or the raising or maintaining of animals for recreational use. Typical uses include grazing, ranching, dairy farming, and poultry farming.
- d. Commercial Feedlots: The use of a site of more than 15,000 square feet for the confined feeding or holding of livestock or poultry which is not normally used for crop production or where grazing of natural vegetation is not the major feed source.
- e. Livestock Sales: Use of a site for the temporary confinement and exchange or sale of livestock. Typical uses include sale barns.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3-4 Residential Use Types**

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

- a. Single-Family Residential: The use of a site for one dwelling unit, occupied by one family, excluding a mobile home unit. A single-family residential use in which one dwelling unit is located on one or more lots, with no physical or structural connection to any other dwelling unit. This includes manufactured homes, as defined in Section 2-16.
- b. Two-Family Residential: Any residential use that serves two families, including but not limited to a 2-unit townhome, two detached single-family units on a single lot or duplex.
- c. Mixed-Use Residential: Attached residential living unit(s) within a building which includes non-residential use types. Example: Downtown apartments.
- d. Multiple-Family Residential: The use of a site for three or more dwelling units within one or more buildings.
- e. Group Residential: The use of a site for a residence by more than four unrelated persons, not defined as a family, on a weekly or longer basis.
- f. Non-Traditional Residential: Attached or Detached residential living units, such as: mobile homes, modular homes, tiny homes, container homes, etc.
- g. Retirement Residential: A building or group of buildings which provide residential facilities for more than four residents of at least fifty-five years of age, or households headed by a householder of at least fifty-five years of age. A retirement residence may provide a range of residential building types, and may also provide support services to residents, including but not limited to food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences with more than 100 units may include additional health care supervision or nursing care, provided that the number of beds for such residences shall not exceed 25% of the total number of individual living units.

### **3-5 Office Use Types**

Office use types include uses providing for administration, professional services, and allied activities. These uses often invite public clientele but are more limited in external effects than commercial uses.

- a. General Offices: Use of a site for business, professional, or administrative offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; banks or financial offices; or professional offices.
- b. Medical Offices: Use of a site for facilities which provide diagnoses and outpatient care on a routine basis, but which does not provide prolonged, in-house medical or surgical care. Medical offices are operated by doctors, dentists, or similar practitioners licensed for practice in the State of Nebraska.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3-6 Civic Use Types**

Civic use types include the performance of utility, educational, recreational, cultural, medical, protective, governmental, and other uses.

- a. Administration: Governmental offices providing administrative, clerical or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.
- b. Cemetery: Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium, crematoria, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.
- c. Clubs: Uses providing meeting, recreational, or social facilities for a private, non-profit or non-commercial association, primarily for use by members and guests.
- d. College and University Facilities: An educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree certified by a generally recognized accrediting organization.
- e. Convalescent Services: A use providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease.
- f. Cultural Services: A library, museum, or similar registered non-profit organizational use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts and sciences.
- g. Day Care Services (Limited): A facility, or use of a building or portion thereof, for day care of twelve (12) or less individuals and licensed by the State of Nebraska as a family child care home may be established and operated in any residential zone within the exercised zoning jurisdiction. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.
- h. Day Care Services (General): A facility licensed by the State of Nebraska, or use of a building or portion thereof, for day care of more than twelve (12) individuals. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities and non-commercial day shelters.
- i. Detention Facilities: A publicly operated or contracted use providing housing and care for individuals legally confined, designed to isolate those individuals from the community; or supervision while under program alternative to imprisonment, including but not limited to pre-release, work-release, and probationary programs.
- j. Emergency Residential: A facility or use of a building to provide a protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for victims of rape, abuse, or physical beatings.

## CHAPTER 1, ARTICLE 3: USE TYPES

- k. Group Care Facility: A facility licensed or approved by the State of Nebraska or other appropriate agency, which provides for the care and short or long-term, continuous multi-day/night occupancy of more than four unrelated persons who require and receive therapy or counseling on site as part of an organized and therapeutic ongoing program for any of the purposes listed below. Such facilities shall exclude those uses defined as group homes. Group Care Facilities include facilities which provide for the following:
  - 1. Adaptation to living with, or rehabilitation from, the handicaps of physical disability;
  - 2. Adaptation to living with, or rehabilitation from, the handicaps of emotional or mental disorder, or of intellectual disability if such facility has an overnight occupancy of more than eight persons;
  - 3. Rehabilitation from the effects of drug or alcohol abuse.
- l. Group Home: A facility licensed by the State of Nebraska in which at least four but no more than eight persons, not including resident managers or house parents, who are unrelated by blood, marriage, or adoption reside while receiving therapy, training, or counseling for the purpose of adaptation to living with or rehabilitation from cerebral palsy, autism, or a disability.
- m. Guidance Services: A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition on a daytime care basis.
- n. Health Care: A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an out-patient basis including emergency treatment, diagnostic services, training, administration and services to out-patients, employees, or visitors.
- o. Hospital: A facility providing medical, psychiatric, or surgical service for sick or injured persons including on an in-patient basis, including, but not limited to emergency treatment, air medical services, diagnostic services, training, administration, and services to patients, employees, or visitors.
- p. Maintenance Facilities: A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or utility yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.
- q. Non-Commercial Shelters: Facilities which are operated by non-profit organizations and which provide emergency or temporary services and accommodations for people who lack access to permanent housing.

Non-commercial shelters may provide accommodations on a daytime and/or overnight basis. Typical uses include urban missions and shelters for homeless people.
- r. Park and Recreation Services: Publicly-owned and operated parks, playgrounds, recreation facilities, and open spaces.

## CHAPTER 1, ARTICLE 3: USE TYPES

- s. Postal Facilities: Postal services, including post offices, bulk mail processing or sorting centers. Does not include distribution or shipping
- t. Primary Educational Facilities: A public, private, or parochial school offering instruction at the elementary school level in the branches of learning study required to be taught in schools within the State of Nebraska.
- u. Public Assembly: Facilities owned and operated by a public agency or a charitable non-profit organization accommodating major public assembly for recreation, sports, amusement, or entertainment purposes. Typical uses include civic or community auditoriums, sports stadiums, convention facilities, fairgrounds, incidental sales, and exhibition facilities.
- v. Religious Assembly: A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto but excluding private primary or private secondary educational facilities, community recreational facilities, day-care facilities, and incidental parking facilities. A property tax exemption obtained pursuant to Property Tax Code of the State of Nebraska shall constitute *prima facie* evidence of religious assembly use.
- w. Safety Services: Facilities for conduct of public safety and emergency services including police and fire protection services and emergency medical and ambulance services.
- x. Secondary Educational Facilities: A public, private, or parochial school offering instruction at the junior high or high school level in the branches of learning and study required to be taught in the schools of the State of Nebraska.
- y. Storm Water Treatment Facilities: Drainage and Detention Facilities required at the time of development, such as ditches, wetlands, ponds or similar facilities utilized or constructed to meet requirements established by the City's Storm Water Management Plan.
- z. Utilities: Any above ground structures or facilities, used for the production, generation, transmission, delivery, collection or storage of water, sewage, electricity, gas, oil, energy media, communications, electronic or electromagnetic signals, or other services which are precedent to development and/or use of land.

### **3-7 Commercial Use Types**

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

- a. Agricultural Sales and Service: Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally-related services with incidental storage on lots other than where the service is rendered. Typical uses include garden or tree nurseries, farm implement dealerships, feed and grain stores, and tree service firms.

## CHAPTER 1, ARTICLE 3: USE TYPES

- b. Automotive and Equipment Services: Establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:
1. Automotive Rental and Sales: Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
  2. Auto Services: Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, non-commercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services.
  3. Body Repair: Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.
  4. Equipment Rental and Sales: Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
  5. Equipment Repair Services: Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
  6. Vehicle Storage: Long-term storage of operating or non-operating vehicles. Typical uses include storage of private parking towaways or impound yards but exclude dismantling or salvage.
- c. Bed and Breakfast: A lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed and breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed and breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than eight (8) units, and accommodate each guest or visitor for no more than seven (7) consecutive days during any one (1) month.
- Exception: Short term rental of residential property in compliance with LB57 approved by the Governor on March 7, 2019. See Note #1, Table 4-3 (Bed & Breakfast)

## CHAPTER 1, ARTICLE 3: USE TYPES

- d. Business Support Services: Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment; or engaged in the provision of maintenance or custodial services to businesses. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, janitorial services, photography studios, and convenience printing and copying.
- e. Business or Trade Schools: A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
- f. Campground: Facilities providing camping or parking areas and incidental services for recreational use for travelers in recreational vehicles or tents for 30 consecutive days or less. No permanent features, such as skirting, permanent hookup, etc., are allowed.
- g. Cocktail Lounge: A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant.
- h. Commercial Recreation: Private businesses or organizations, which may or may not be commercial in nature, primarily engaged in the provision of sports, entertainment, or recreation for participants and/or spectators. Typical uses include sports and recreation facilities, driving ranges, theaters, private dance halls, or private skating facilities.
- i. Communications Services: Establishments primarily engaged in the provision of broadcasting and other services necessary to relay information, accomplished through the use of electronic and telephonic mechanisms but excludes those classified as Utilities. Typical uses include television studios, telecommunication service centers, or film, broadcasting and sound recording facilities.
- j. Construction Sales and Service: Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials or services used in the construction of buildings. This use type excludes those uses classified under Automotive and Equipment Services. Typical uses include building materials sales; tool and equipment rental or sales.
- k. Convenience Storage: Storage services for goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.
- l. Crematory: A building or portion of a building which contains a cremation chamber and holding facility pursuant to the Cremation of Human Remains Act, Neb. Rev. Stat. §§71-1355 to 71-1385 along with cremation services as authorized thereunder.

## CHAPTER 1, ARTICLE 3: USE TYPES

- m. Food Sales: Establishments or places of business primarily engaged in the retail sale of food or household products. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.
  - 1. Limited Food Sales: Establishments occupying facilities of 10,000 square feet or less; and characterized by sales of specialty foods or a limited variety of general items. Typical uses include convenience stores, delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
  - 2. General Food Sales: Establishments selling a wide variety of food commodities, using facilities larger than 10,000 square feet or food sales uses of any size that include the accessory sale of fuel for motor vehicles. Typical uses include supermarkets and convenience stores.
- n. Funeral Services: Establishments engaged in undertaking services such as preparing the human dead for burial (excluding crematory services), arranging and managing funerals. Typical uses include funeral homes or mortuaries.
- o. Gaming Facilities: Establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities may include the accessory sale of liquor and food, pursuant to licensing regulations of the City of Columbus and the State of Nebraska.
- p. General Retail Services: Sale or rental with incidental service of commonly-used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:
  - 1. Automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops. Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and like items; cameras, photography services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).
- q. Kennels: Boarding and care services for dogs, cats, and similar small mammals or small birds used as pets; or any premises on which four or more animals included under this definition over six months of age are kept and maintained. Typical uses include boarding kennels, pet motels, or dog training centers.
- r. Laundry Services: Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry, cleaning, and linen supply services.

## CHAPTER 1, ARTICLE 3: USE TYPES

- s. Liquor Sales: Establishments or places of business engaged in retail sale for off-premise consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.
- t. Lodging: Lodging services involving the provision of room and/or board. Typical uses include hotels and motels. Also includes other rental housing such as Commercial Air Bed and Breakfast, Rental By Owner, and other similar uses.
- u. Personal Improvement Services: Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a non-professional nature. Typical uses include driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.
- v. Personal Services: Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; or dry-cleaning stations serving individuals and households; driving schools; health or physical fitness studios; reducing salons; dance studios; handicraft and hobby instruction.
- w. Pet Services: Retail sales, incidental pet health services, and grooming and boarding, when confined within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.
- x. Research Services: Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.
- y. Restaurants: A use engaged in the preparation and retail sale of food and beverages, including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than 50 percent of the establishment's gross income.
  - 1. Restaurant (Drive-in or Fast Food): An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
  - 2. Restaurant (General): An establishment characterized by table service to customers and/or accommodation to walk-in clientele. Typical uses include cafes, coffee shops, and restaurants.
- z. Sexually Oriented Business: An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion-picture theater, adult theater, escort agency, nude model studio or sexual encounter center; all as further defined in Article 14.

## CHAPTER 1, ARTICLE 3: USE TYPES

- aa. Stables: Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables and public stables.
- bb. Surplus Sales: Businesses engaged in the sale of used or new items, involving regular, periodic outdoor display of merchandise for sale. Typical uses include flea markets, factory outlets and discount businesses with outdoor display.
- cc. Vehicle Storage: The use of a site for the medium- to long-term storage of vehicles which are either operable or may be made operable with reasonable repairs. Typical uses include auto storage lots, impound lots, or repair yards. Private parking towaways or impound yards but exclude dismantling or salvage.
- dd. Veterinary Services: Veterinary services and hospitals for animals. Typical uses include pet clinics, pet cemeteries and crematories, and veterinary hospitals for all animals.

### **3-8 Parking Use Types**

- a. Off-Street Parking: Parking use types include surface parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking facility.
- b. Parking Structure: The use of a site for a multi-level building which provides for the parking of motor vehicles on a temporary basis, other than as an accessory to a principal use on the same site.

### **3-9 Industrial Use Types**

Industrial use types include the on-site extraction or production of goods by non-agricultural methods, and the storage and distribution of products.

- a. Construction Yards: Establishments housing facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction sites.

Typical uses are building contractor's yards.

- b. Custom Manufacturing: Establishments primarily engaged in the on-site production of goods by hand manufacturing, within enclosed structures, involving:
  - 1. The use of hand tools, or
  - 2. The use of domestic mechanical equipment not exceeding 2 horsepower, or
  - 3. A single kiln not exceeding 8 KW or equivalent.

This category also includes the incidental direct sale to consumers of only those goods produced on site. Typical uses include ceramic studios, custom jewelry manufacturing, candle making shops, 3D Printing.

## CHAPTER 1, ARTICLE 3: USE TYPES

- c. Light Industry: Establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or unenclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, apparel assembly from fabrics, electronics, manufacturing, print shops, and publishing houses.
- d. General Industry: Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment, or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or air pollution effects across property lines.
- e. Heavy Industry: Enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or air pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials; except for those uses defined as Agricultural Industries.
- f. Recycling Collection: Any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.
- g. Recycling Processing: Any site which is used for the processing of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.
- h. Resource Extraction: A use involving on-site extraction of surface or subsurface mineral products or natural resources, including the removal of dirt, but excluding the grading of dirt. Typical uses are quarries, borrow pits, sand and gravel operations, and mining.
- i. Salvage Services: Places of business primarily engaged in the storage, sale, dismantling, or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junk yards, or paper salvage yards.
- j. Warehousing: Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards, grain elevators, or open storage.

## CHAPTER 1, ARTICLE 3: USE TYPES

### **3-10 Transportation Use Types**

Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one point to another.

- a. Aviation Facilities: Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.
- b. Railroad Facilities: Railroad yards, equipment servicing facilities, and terminal facilities.
- c. Transportation Terminal: A facility for the loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, and public transit facilities.
- d. Truck Terminal: A facility for the receipt, transfer, short-term storage, and dispatching of goods transported by truck.

### **3-11 Miscellaneous Type Uses**

- a. Major Alternative Energy Production Devices: The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include ground mounted solar collector fields, geothermal energy installations serving more than one property, or water-powered mills or generating facilities.

#### Minor Alternative Energy Production Devices

The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include roof mounted solar collector units, geothermal energy installations serving a single property, or other alternative energy production devices that are minimally obtrusive for single property use.

- b. Broadcasting/Receiving Tower: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.
- c. Construction Batch Plant: A permanent or temporary demountable facility used for the manufacturing of concrete, asphalt, or other paving materials intended for specific construction projects.
- d. Wind Energy Conservation System (WECS): Any device which converts wind energy to a form of usable energy, including wind charges, windmills, or wind turbines.

## CHAPTER 1, ARTICLE 3: USE TYPES

- e. Landfill (Non-Putrescible Solid Waste Disposal): The use of a site as a depository for solid wastes that do not readily undergo chemical or biological breakdown under conditions normally associated with land disposal operations. Typical disposal material would include ashes, concrete, paving wastes, rock, brick, lumber, roofing materials, and ceramic tile.
- f. Landfill (Putrescible and Non-Putrescible Solid Waste Disposal): The use of a site as a depository for any solid waste except hazardous and toxic waste as defined by the Federal Environmental Protection Agency and/or the State of Nebraska. Typical disposal material would include non-putrescible wastes; and putrescible wastes such as vegetation, tree parts, agricultural wastes (garbage), and manure.

# CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

## **4 ARTICLE FOUR: ZONING DISTRICT REGULATIONS**

### **4-1 Purpose**

Article Four presents the Zoning District Regulations. Zoning Districts are established in the Zoning Ordinance to promote compatible land use patterns and to establish site development regulations appropriate to the purposes and specific nature of each district.

### **4-2 Establishment of Districts**

The following base districts and overlay districts are hereby established. Table 4-2 displays the purposes of these districts.

**Table 4-1: Base Districts**

<b>Map Code</b>	<b>District Name</b>
AG	Agricultural District
RR	Rural Residential District
R-1	Single-Family Residential District
R-2	Two-Family Residential District
R-3	Multiple-Family Residential District
NTR	Non-Traditional Residential District
O	Office District
LC	Limited Commercial District
UC	Urban Commercial District
B-1	Central Business District
B-2	General Commercial District
ML/C-1	Light Industrial District
MH	General Industrial District
FP/FW	Flood Plain/ Floodway Overlay District
PUD	Planned Unit Development Overlay District
HD	Historic District
ED	Environmental Resources District
A	Agricultural Overlay District

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

### **4-3 Application of Districts**

A base district designation shall apply to each lot or site within the city and its planning jurisdiction. A site must be in one base district.

The Flood Plain/Floodway, Planned Unit Development, Historic, and Environmental Resources Overlay Districts may be applied to any lot or site or any portion thereof, in addition to a base district designation. The Agricultural Overlay District may be utilized only in combination with the RR or R-1 zoning districts.

### **4-4 Hierarchy**

References in the Zoning Ordinance to less intensive or more intensive districts shall be deemed to refer to those agricultural, residential, commercial, and industrial base zoning districts established in Section 4-2, and shall represent a progression from the AG Agricultural District as the least intensive to the MH General Industrial District as the most intensive. The Overlay Districts shall not be included in this reference.

### **4-5 Development Regulations**

The Development Regulations for each zoning district are set forth in Table 4-3 and Table 4-4. Table 4-3 presents the uses permitted in each zoning district. Table 4-4 presents the Site Development Regulations for each zoning district.

Supplemental Regulations may affect specific land uses or development regulations in each zoning district. The applicable Supplemental Regulations are noted in Table 4-3.

### **4-6 Zoning Map**

- a. Adoption of Zoning Map: Boundaries of zoning districts established by this Zoning Ordinance shall be shown on the Zoning Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of, and concurrent with this Ordinance.
- b. Changes to the Zoning Map: The Zoning Map may be changed from time to time by ordinance, following the procedure set forth by Article Twelve of this Zoning Code. Such changes shall be reflected on the Zoning Map. The City Clerk and City Engineer shall keep a complete record of all changes to the Zoning Map.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

### **4-7 Interpretation of District Boundaries**

The following rules shall apply in determining the boundaries of any zoning district shown on the Zoning Map.

- a. Where district boundaries are indicated as approximately following lot lines, such lot lines shall be considered the district boundaries.
- b. Where district boundaries are indicated as within street or alley, railroad, or other identifiable rights-of-way, the centerline of such rights-of-way shall be considered the district boundary.
- c. Where a district boundary divides a property, the location of the boundary shall be determined by the use of the scale appearing on the Zoning Map if no legal description is available from the zoning action.
- d. The City Council shall determine any other uncertainty regarding district boundaries not covered in this section.

### **4-8 Vacation of Streets and Alleys**

Whenever a public street or alley is vacated, the zoning district adjoining each side of such right-of-way shall be extended out to the former centerline.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-2: Purposes of Zoning Districts**

Symbol	Title	Purpose
AG	Agricultural District	The AG District provides for and preserves the agricultural and rural use of land, while accommodating very low-density residential development generally associated with agricultural uses. The district is designed to maintain complete agricultural uses within the Columbus extraterritorial jurisdiction.
RR	Rural Residential District	This district provides for very low-density residential environments, accommodating developments that merge urban living with rural life and institutions which require a residential environment. It permits limited agricultural uses within these settings. The district's regulations assure that density is consistent with the carrying capacity of infrastructure.
R-1	Single-Family Residential District	This district is intended to provide for low-density residential neighborhoods, characterized by single-family dwellings on large lots with supporting community facilities. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-2	Two-Family Residential District	This district is intended to provide for medium-density residential neighborhoods, characterized by single-family dwellings and duplexes and two-unit townhomes on small to moderately-sized lots with supporting community facilities. It provides special regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitional areas between single-family and multi-family neighborhoods. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-3	Multiple-Family Residential District	This district is intended to provide locations for a variety of housing types, including multiple-family housing, with supporting and appropriate community facilities. The district integrates some appropriate non-residential uses by special use permit in order to develop fully urban, mixed-use neighborhoods.
NTR	Non-Traditional Residential District	This district recognizes that non-traditional residential development, properly planned, can provide important opportunities for affordable housing. It provides opportunities for mobile home, tiny home and similar developments within planned parks or subdivisions, along with the supporting services necessary to create quality residential neighborhoods.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

O	Office District	This district reserves appropriately located area for office development and distinguishes office uses from other, more intensive commercial activities and to provide suitable office environments in the city. The office district is also designed to permit a mixture of uses that are compatible with office development and to facilitate planning for traffic generation.
LC	Limited Commercial District	This district provides for neighborhood shopping facilities which serve the needs of residents of surrounding residential communities. The commercial and office uses permitted are generally compatible with nearby residential areas. Development regulations are designed to ensure compatibility in size, scale, and landscaping with nearby residences.
UC	Urban Commercial District	This district is intended to address the special needs of mixed-use neighborhoods that combine residential areas with nearby or adjacent office and commercial development. It permits uses that are mutually compatible. These districts are generally adjacent to major community arterials and, in some cases, include the use of residential properties for office and commercial purposes. The district's regulations recognize the urban and pedestrian character of these environments.
B-1	Central Business District	This district is intended to provide appropriate development regulations for Downtown Columbus. Mixed uses are encouraged within the B-1 District. The grouping of uses is designed to strengthen Downtown's role as a center for trade, service, and civic life.
B-2	General Commercial District	This district provides for a variety of commercial, office, high density residential, and service uses and is adapted to Columbus' largest commercial districts outside of Downtown. Uses and developments in the B-2 District may develop substantial traffic, creating potential land use conflict with adjacent residential neighborhoods. This district is most appropriate along arterials or in areas that can be well buffered from residential districts.
ML/C-1	Light Industrial District	This district is intended to reserve sites appropriate for the location of industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.
MH	General Industrial District	This district is intended to accommodate a wide variety of industrial uses, some of which may have significant external effects. These uses may have operating characteristics that create conflicts with lower-intensity surrounding land uses. The district provides the reservation of land for these activities and includes buffering requirements to reduce incompatibility.

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Agricultural Uses</b>														
Horticulture	P	P												6-2(a)
Crop Production	P	P												6-2(a)
Animal Production	P	S												6-8(a) (6)
Commercial Feedlots	S													6-2(b)
Livestock Sales	P												S	
<b>Residential Uses</b>														
Single-Family	P	P	P	P	P	P	S	S	P	S	S			
Two Family				P	P		P	S	P	S	S			6-3(a)
Townhouse				P**	P		P	S	P	S	S			6-3(b)
Mixed-Use Residential							P	S	P	P*	P*			
Multiple-Family					P		P	S	P	P	P			6-3(e)
Group Residential					S		P	P	P	P				6-3(e)
Non-Traditional Residential						P								
Retirement Residential				S	P		P	S	P	P	S			
* Only above street level    ** Two-unit townhouse only														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Civic Uses</b>														
Administration		S					P	P	P	P	P	P	P	
Cemetery	P	P	S		S									
Clubs	S	S	S	S	S	S	P	P	P	P	P			6-4(a)
College / University		S	S	S	P	S	S	P	P		P			
Convalescent Services					P		P	P	P					
Cultural Services		P	P	P	P	P	P	P	P	P	P	P		
Day Care (Limited)	P	P	P	P	P	P	P	P	P	P	P	S		
Day Care (General)		S/P*	S/P*	S/P*	P	S/P*	P	P	P	P	P	S	S	6-4(b)
Detention Facilities	S									S	S	S		
Emergency Residential	P	P	P	P	P	P	P	P	P	P	S	S		
Group Care Facility	S	S	S	S	S	S	P	P	P	P	P	S		6-4(c)
Group Home	P	P	P	P	P	P	P	P	P	P	P			6-4(c)
Guidance Services					P		P	P	P	P	P	P	P	6-8(b)
Hospitals					S		P	S	S	S	P			
Health Care	S				P		P	P	P	P	P	P	P	6-8(b)
Maintenance Facilities	S	S									P	P	P	

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Civic Uses</b>														
Non-commercial Shelters										S	S		S	
Park and Recreation	P	P	P	P	P	P	P	P	P	P	P	P	P	
Postal Facilities					S		P	P	P	P	P	P	P	
Primary Education		P	P	P	P	P	S	P	P	P	S			
Public Assembly							S	S	S	P	P			
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P	S	
Safety Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
Secondary Education		S	S	S	P	S	S	S	S	S	S			
Stormwater Treatment Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	
<p>S/P* - P* is hereby defined as permitted if in compliance with <u>Neb. Rev. Stat. § 43-2616</u>. <u>Neb. Rev. Stat. § 43-2616</u> provides that any family child care home licensed by the Department of Health and Human Services pursuant to <u>Neb. Rev. Stat. § 71-1911</u> or by the City or County pursuant to <u>Neb. Rev. Stat. § 71-1914(2)</u> may be established and operated in any residential zone within the exercised zoning jurisdiction.</p>														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Office Uses</b>														
General Offices					S		P	P	P	P	P	P	P	
Medical Offices							P	S	P	P	P	P		
<b>Commercial Uses</b>														
Agricultural Sales/Service	S										P	P	P	
Automotive Rental/Sales										P	P	S		
Auto Services								S	S	P	P	P	P	6-5(a), 6-5(b)
Body Repair											S	P	P	6-5(a)
Crematory											S	S	P	6-5(f)
Equipment Rental/Sales										S	P	P	P	
Equipment Repair											P	P	P	6-5(a)
Vehicle Storage											S	P	P	
Bed & Breakfast			S	S	P		P	P	P	P	P			6-5(c) * Note 1

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
Business Support Services							P	P	P	P	P	P	P	
Business/Trade Schools							S			P	P	P		
Camp Ground	P	S									S			6-5(d)
Cocktail Lounge										P	P	S		
Commercial Recreation	S								S	P	P	P		
Communication Services							S	P	P	P	P	P	P	
Construction Sales and Service										P	P	P	P	
Consumer Services							S	P	P	P	P	P		
Convenience Storage	S	S									S	P	P	6-5(e)
Food Sales (Limited)					S			P	P	P	P	S		
Food Sales (General)								S	P	P	P	S		
Funeral Services							P	P	P	P	P			
General Retail Services							S	P	P	P	P	S		
Kennels	P	S									S	P		
Laundry Services										S	P	P	P	
Liquor Sales		S								P	P	S		
Lodging					S		S	S	P	P	P			
Note 1 – Exception: Short term rental of residential property in compliance with LB57 approved by the Governor on March 7, 2019.														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Commercial Uses</b>														
Personal Services					S		P	P	P	P	P	P		
Personal Improvement Services					S		P	P	P	P	P	P		
Pet Services								P	P	P	P	P		
Research Services	S							P	P	P	P	P		
Restaurants (Drive-In)									S		P	S		
Restaurants (General)							P	P	P	P	P	S		
Sexually Oriented Business												S		6-5(g)
Stables	P	S												
Surplus Sales										P	P	P	P	
Veterinary Services	S	S									P	P		
Gaming Facility										P	P			

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Parking Uses</b>														
Off-Street Parking			*S	*S	*S		S	S	S	P	P	P	P	Article 9
Parking Structure							S			P	P	P		

\*Off-Street Parking in the R-1, R-2 and R-3 Zoning Districts must be in conjunction with Use Types permitted by right and/or in conjunction with Non-Parking Use Types that have been approved by a Special Use Permit.

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Industrial Uses</b>														
Custom Manufacturing									P	P	P	P	P	
Light Industry										S	S	P	P	
General Industry												P	P	
Heavy Industry													P	
Resource Extraction	S	S											P	6-6(a)
Salvage Services													P	6-6(b)
Warehousing												P	P	
Construction Yards												P	P	
Recycling Collection											P	P	P	
Recycling Processing												P	P	
<b>Transportation Uses</b>														
Aviation	P												P	
Railroad Facilities										S	S	P	P	
Truck Terminal											S (Note 2)	P	<u>P</u>	6-13
Transportation Terminal	S									P	P	P	P	
<b>Note 2 – See Section 6-13 governing the Special Use Permit for Truck Terminals within B-2 Zoning District.</b>														

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Miscellaneous Uses</b>														
Broadcasting Tower	*S	*S	*S	*S	*S	*S		*S	*S		*S	*S	*S	
Construction Batch Plant	**S	**S										**S	P	
WECS (Wind Energy Conservation System)	P	P			S			S	S		S	P	P	
Landfill (Non-Putrescible)	S												S	
Landfill (Putrescible)	S												S	
Major Alternative Energy Production Devices	P	P	S	S	S	S		S	S		S	P	P	
Minor Alternative Energy Production Devices	P	P	P	P	P	P	P	P	P	P	P	P	P	

\* See Chapter 13 of the Zoning Code. Towers permitted under Section 5 of Chapter 13 or towers that are eligible for administrative approval under Section 6 of Chapter 13 are exempt from the Special Use Permit requirement. For all other towers, Special Use Permits shall be governed by Chapter 13 of the Zoning Code and, particularly, the procedures and criteria set forth in Section 7 thereof.

**\*\* Temporary Construction Batch Plants Only.**

**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

|

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	AG	RR	R-1	R-2	R-3
<b>Minimum Lot Area (square feet)</b>	10 Acres	1 acre	-	-	-
<b>Minimum Lot Width (feet)</b>	300	100	-	-	-
<b>Minimum Site Area per Housing Unit (square feet)</b>	10 acres	1 acre	-	-	-
<b>Minimum Yards (feet)</b>					
<b>Front Yard</b>	50	50	-	-	-
<b>Front Yard to Building Line</b>	-	-	15	15	15
<b>Front Yard to Garage Line</b>	-	-	20	20	20
<b>Street Side Yard</b>	25	25	15	15	15
<b>Interior Side Yard</b>	25	25	7	7 (Note 1)	7 (Note 2)
<b>Rear Yard</b>	35	35	15	15	15
<b>Maximum Height (feet)</b>	100	36	36 (Note 2,3)	36 (Note 2,3)	36 (Note 2,3)
<b>Maximum Building Coverage</b>	NA	NA	50%	50%	50%
<b>Maximum Impervious Coverage</b>	NA	NA	55%	65%	65%
<b>Floor Area Ration</b>	NA	NA	NA	NA	1.00

**Note 1:** See Section 6 for supplemental regulations governing townhouse residential use types.

**Note 2:** Dwellings may exceed the height limit by up to ten feet if the side yard is increased by the same amount as the added height.

**Note 3:** Accessory buildings cannot be over 20 feet in height to the peak.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	NTR Park	NTR Subdivision
<b>Minimum Area to be developed</b>	2 acres	2 acres
<b>Minimum Lot Area (square feet)</b>	1,000	2,000
<b>Minimum Lot Width (feet)</b>	20	24
<b>Minimum Yards (feet)</b>		
<b>Front Yard</b>	10	20
<b>Street Side Yard</b>	10	10
<b>Interior Side Yard</b>	5	5
<b>Rear Yard</b>	10	15
<b>Maximum Height (feet)</b>	14'8"	36
<b>Maximum Building Coverage</b>	50%	50%
<b>Maximum Impervious Coverage</b>	55%	65%
<b>Shared Parking</b>	1 space per lot	
<b>Minimum Common Open Space (Note 4)</b>	20%	15%

**Note 4:** Stormwater treatment facilities may be included in Common Open Space provided required recreation space is still provided and water quality volumes for 2-year storm events and provisions for 100-year storm events are met. These facilities must be located a minimum of 10 feet from any public right-of-way. Common Open Space must be owned, maintained, and inspected by the developer or home owners' association

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	O*	LC*	UC*	B-1	B-2*
<b>Minimum Lot Area (square feet)</b>	5,000	5,000	5,000	NONE	5,500
<b>Minimum Lot Width (feet)</b>	50	50	50	NONE	50
<b>Site Area per Housing Unit (square feet)</b>	2,000 (Note 5)	2,000 (Note 5)	2,000 (Note 5)	500	1,500 (Note 5)
<b>Minimum Yards (feet)</b>					
<b>Front Yard</b>	20	20	15	0	10
<b>Street Side Yard</b>	20	20	10	0	10
<b>Interior Side Yard</b>	10	10	10	0	0
<b>Rear Yard</b>	20	20	20	0	20
<b>Maximum Height (feet)</b>	48	36	36	NO LIMIT	60
<b>Maximum Building Coverage</b>	50%	50%	50%	100%	70%
<b>Maximum Impervious Coverage (Note 6)</b>	70%	70%	80%	100%	90%
<b>Floor Area Ratio</b>	1.00	1.00	1.00	5.0	3.0

\*Uses in the O, LC, UC, B-2, ML/C-1, and MH Districts are subject to landscape and screening provisions contained in Article 8.

**Note 5:** Density of multi-family residential may exceed this maximum, subject to approval of a Special Use Permit by the City Council with the recommendation of the Planning Commission.

**Note 6:** Storm water treatment water quality volumes and detention volumes must be met within the development, as part of a regional system, or other City program.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-4: Site Development Regulations**

Regulator	ML/C-1*	MH*
<b>Minimum Lot Area (square feet)</b>	5,000	5,000
<b>Minimum Lot Width (feet)</b>	50	50
<b>Site Area per Housing Unit (square feet)</b>	NA	NA
<b>Minimum Yards (feet)</b>		
<b>Front Yard</b>	15	0
<b>Street Side Yard</b>	10	0
<b>Interior Side Yard</b>	0	0
<b>Rear Yard</b>	10	10
<b>Maximum Height (feet)</b>	72	NONE
<b>Maximum Building Coverage</b>	70%	85%
<b>Maximum Impervious Coverage</b>	90%	100%
<b>Floor Area Ratio</b>	2.0	2.0

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### 5 ARTICLE FIVE: OVERLAY DISTRICTS

#### 5-1 General Purpose

Overlay Districts are used in combination with base districts to modify or expand base district regulations. Overlay Districts are adapted to special needs of different parts of the City of Columbus.

The Overlay Districts are designed to achieve the following objectives:

- a. To recognize special conditions in specific parts of the City which require specific regulation;
- b. To provide flexibility in development and to encourage innovative design through comprehensively planned projects.

#### **PUD: PLANNED UNIT DEVELOPMENT DISTRICT**

#### 5-2 Purpose

The PUD Planned Unit Development Overlay District is intended to provide flexibility in the design of planned projects; to permit innovation in project design that incorporates open space and other amenities; and to insure compatibility of developments with the surrounding urban environment. The PUD District may be used in combination with any base district specified in this Ordinance. The PUD District, which is adopted by the City Council with the recommendation of the Planning Commission, assures specific development standards for each designated project.

#### 5-3 Permitted Uses

Uses permitted in a PUD Overlay District are those permitted in the underlying base district.

#### 5-4 Site Development Regulations

Site Development Regulations are developed individually for each Planned Unit Development District but must comply with minimum or maximum standards established for the base district, with the following exceptions:

- a. Lot area and lot width are not restricted, provided that the maximum density allowed for each base district is not exceeded;
- b. Maximum building coverage shall be the smaller of the allowed building coverage in the base district, or 60 percent.

#### 5-5 Access to Public Streets

Each PUD District must abut a public street for at least 60 feet and gain access from that street.

#### 5-6 Application Process

- a. Development Plan: The application for a Planned Unit Development District shall include a Development Plan containing the following information:
  1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;
3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;
4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;
5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;
6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

### **5-7 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each Planned Unit Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a PUD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to PUD district applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a PUD Planned Unit Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the PUD District. All approved plans shall be filed with the City Clerk.

### **5-8 Amendment Procedure**

Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 5-7.

### **5-9 Building Permits**

The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a PUD District unless it is in compliance with the approved Development Plan or any approved amendments.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-10 Termination of PUD District**

If no substantial development has taken place in a Planned Unit Development District for three years following approval of the District, the Planning Board shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

### **CCD: CREATIVE CLUSTER DEVELOPMENT**

### **5-11 Purpose**

The CCD Creative Cluster Development provides a design alternative that provide greater flexibility in subdivision design and design and build developments that are considerate of special natural or artificial features.

### **5-12 Permitted Uses**

Residential uses permitted in a CCD Overlay District are those permitted in the underlying base district.

### **5-13 Site Development Regulations**

Site Development Regulations comply with the overall density requirements of a zoning district, but allow internal variations of such standards as lot size, and setbacks in order to encourage innovative or economic development or protect natural features and open space without loss of economic yield to the developer.

- a. Cluster subdivisions allow the clustering or grouping of residential lots in order to provide common open space.
- b. Cluster Subdivisions may be developed and approved subject to the following standards and variations:
  1. The overall density of subdivision complies with the zoning district that contains the final subdivision. A subdivider may apply for a rezoning simultaneously with the plat approval process.
  2. Individual lot size dimensions, including lot width, may be reduced to 60% of requirement of zoning district. Any savings on lot size shall be devoted to common open space or other approved community facilities.
  3. Lot setbacks may be varied from those otherwise specified for the zoning district. Setback limits must be established on the preliminary and final plat. The setback from any garage entrance to any circulation way must be at least 20 feet.
  4. Street or right-of-way widths set forth in Article 5 may be varied within for local streets within Cluster Subdivisions, subject to the sole discretion of the approving authorities.
  5. Articles of incorporation or covenants for a homeowners' association or other provision assuring maintenance or operation of all common spaces shall be submitted with subdivision application.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-14 Access to Public Streets**

Each CCD District must abut a public street for at least 60 feet and gain access from that street.

### **5-15 Application Process**

- a. **Development Plan:** The application for a Creative Cluster Development District shall include a Development Plan containing the following information:
  1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;
  2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;
  3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;
  4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;
  5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;
  6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

### **5-16 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each Creative Cluster Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a CCD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to CCD district applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a CCD Creative Cluster Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the CCD District. All approved plans shall be filed with the City Clerk.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-17 Amendment Procedure**

Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 5-7.

### **5-18 Building Permits**

The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a CCD District unless it is in compliance with the approved Development Plan or any approved amendments.

### **5-19 Termination of CCD District**

If no substantial development has taken place in a Creative Cluster Development District for three years following approval of the District, the Planning Commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

## **ED: ENVIRONMENTAL RESOURCES DISTRICT**

### **5-20 Purpose**

The ED Environmental Resources Overlay District enables the adoption of special performance standards in combination with site development regulations of a base district for areas of special environmental significance or sensitivity. These areas include hill environments; wetlands; forested areas; areas with unique soil or drainage characteristics; lake, river, or creek districts; and other areas with special environmental characteristics.

### **5-21 Procedure for Adoption**

- a. Proposal: The creation of an ED Environmental Resources Overlay District may be initiated by the Planning Commission or the City Council.
- b. Requirements for Application  
An application for the creation of an ED Overlay District must include:
  1. A statement describing the proposed district's special environmental characteristics and stating the reasons for proposal of the district;
  2. A map indicating the boundaries of the proposed ED Overlay District, specifying the base district(s) included within these boundaries;
  3. Supplemental site development regulations and performance standards that apply to the proposed district.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-22 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each ED Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to ED District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an ED Environmental Resources Overlay District.
- f. The Ordinance adopting the ED District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- g. Upon approval by the City Council, each ED Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an ED Overlay District shall be made and filed as provided by Section 14-405, Revised Statutes of Nebraska, 1943, and amendments thereto.

### **5-23 Building Permits**

Building or other development permits issued by the City in an ED District shall be consistent with the adopted ED District Ordinance.

#### **HD: HISTORIC DISTRICT**

### **5-24 Purpose**

The HD Historic Overlay District enables the adoption of special performance and development standards in combination with site development regulations of a base district for areas of special historical or architectural significance within the City of Columbus. The district recognizes the importance of historically and architecturally significant districts to the character of Columbus and provides for their conservation.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-25 Procedure for Adoption**

- a. **Proposal:** The creation of an HD Historic Overlay District may be initiated by the Planning Commission; the City Council; or by petition of the owner or owners of 51% of the property area within the proposed district.
- b. **Requirements for Application:** An application for the creation of an HD Overlay District must include:
  1. A statement describing the proposed district's special historical or architectural characteristics and stating the reasons for proposal of the district;
  2. A map indicating the boundaries of the proposed HD Overlay District, specifying the base district(s) included within these boundaries;
  3. An inventory of the buildings or historically important sites located within the boundaries of the proposed district;
  4. Supplemental site development regulations, design criteria, and performance standards that apply to the proposed district.

### **5-26 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each HD Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to HD District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an HD Historic Overlay District.
- f. The Ordinance adopting the HD District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- g. Upon approval by the City Council, each HD Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an HD Overlay District shall be made and filed as provided by Section 14-405, Revised Statutes of Nebraska, 1943, and amendments thereto.

### **5-27 Building Permits**

Building or other development permits issued by the City in an HD District shall follow procedures for review and approval established within the City's Landmarks Preservation Ordinance.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-28 Statutory Authorization, Finding of Fact and Purposes**

- a. Statutory Authorization: The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in *Nebraska Revised Statutes* Sections 31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the flood prone area. Therefore, the City Council of Columbus, Nebraska ordains as follows:
  - b. Finding of Fact:
    1. Flood Losses Resulting from Periodic Inundation: The flood hazard areas of Columbus, Nebraska are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
    2. General Causes of the Flood Losses: These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.
    3. Statement of Purpose: It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 1-2 by applying the provisions of this ordinance to:
      4. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
      5. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.
      6. Reduce financial burdens from flood damage borne by the community, its governmental units, its residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.
      7. Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.
  - c. Adherence to Regulations: The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### 5-29 General Provisions

- a. Lands to which Ordinance applies: This ordinance shall apply to all lands within the jurisdictions of the City of Columbus, Nebraska, identified on the Flood Insurance Rate Map (FIRM) panels 3114C0310E, 3114C03020E, 3114C0330E, 3114C0335E, 3114C0340, and 3114C0345E dated April 19, 2010, as Zones A, A1-30, AE, AO, or AH and within the Zoning Districts FW and FF established in Article 3 of this ordinance. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the governing body under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Article 4 and Article 5.
- b. Rules for Interpretation of District Boundaries: The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map of the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or other community map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the Board of Adjustment and to submit their own technical evidence, if so desired.
- c. Compliance: Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- d. Abrogation and Greater Restrictions: This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- e. Interpretation: In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.
- f. Warning and Disclaimer of Liability: The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of City of Columbus or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- g. **Severability:** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

### **5-30 Establishment of Zoning Districts**

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study dated April 19, 2010, and on accompanying FIRM panels as established in Article 2. The flood fringe overlay district shall correspond to flood zones A, AE, A1-30, AH, AO, AR, A99, and floodway areas in Zone AE that are identified on FIRM panels. The floodway overlay district shall correspond to the floodway areas in Zone AE that are identified on the FIRM panels. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

### **5-31 Floodplain Management Administration**

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified by the Flood Insurance Study [and accompany map(s)]. The floodway overlay district (FW) is identified by the flood insurance rate map dated April 19, 2010. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

- a. **Designation of Floodplain Administrator:** The City Engineer of the community is hereby designated as the community's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance. If the local floodplain administrator position is unfilled, the community CEO shall assume the duties and responsibilities herein.
- b. **Permits Required:** A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.
- c. **Duties of Floodplain Administrator:**  
Duties of the City Engineer shall include, but not be limited to the following:
  - 1. Review, approve, or deny all applications for floodplain development permits.
  - 2. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
  - 3. Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
  - 4. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

5. Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
  6. Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
  7. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.
  8. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been flood proofed.
  9. Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.
  10. Ensure comprehensive development plan as amended is consistent with this ordinance.
  11. In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this ordinance.
- d. Application for Permit and Demonstration of Compliance
1. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
    - (a) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
    - (b) Describe the land on which the proposed development is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or development.
    - (c) Indicate the use or occupancy for which the proposed development is intended.
    - (d) Be accompanied by plans and specifications for proposed construction.
    - (e) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

2. If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:
  - (a) All such proposals are consistent with the need to minimize flood damage.
  - (b) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage.
  - (c) Structures will be anchored to prevent flotation, collapse, or lateral movement;
  - (d) Construction materials are flood resistant,
  - (e) Appropriate practices to minimize flood damage have been utilized; and
  - (f) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.
3. For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and be completed by a licensed surveyor, engineer, or architect.
4. When flood proofing is utilized for an applicable structure, a flood proofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.

For all development proposed in the floodway, no-rise certification shall be provided to the floodplain administrator and be completed by a licensed professional engineer.
5. Any other such information as reasonably may be required by the City Engineer shall be provided.
6. Letters of Map Revision: Federal regulations in Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.5 and 65.6 allow for changes to the special flood hazard area through a Letter of Map Revision (LOMR) or a Letter of Map Revision Based on Fill (LOMR-F), provided the community determines that the land and any existing or proposed structures that would be removed from the floodplain are “reasonably safe from flooding.” The community acknowledgement form asserting this is required for LOMR and LOMR-F applications and must be signed by the floodplain administrator. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
  - (a) Applicant shall obtain floodplain development permit before applying for a LOMR or LOMRF.
  - (b) Applicant shall demonstrate that the property and any existing or proposed structures will be “reasonable safe from flooding,” according to the minimum design standards in FEMA Technical Bulletin 10-01.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (c) All requirements listed in the Simplified Approach in FEMA Technical Bulletin 10-01 shall be met and documentation from a registered professional engineer shall be provided. If all of these requirements are not met, applicant must provide documentation in line with the Engineered Approach outlined in FEMA Technical Bulletin 10-01.
- e. Flood Data Required
  - 1. All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.
  - 2. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.
- f. Variances and Appeals Procedures
  - 1. The Board of Adjustment as established by City of Columbus shall hear and decide appeals and request for variances from the requirements of this ordinance.
  - 2. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ordinance.
  - 3. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in *Nebraska Revised Statutes* Section 23-168 (for counties) and *Nebraska Revised Statutes* Section 19-192 (for municipalities).

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

4. In evaluating such appeals and requests, the Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:
  - (a) The danger to life and property due to flooding or erosion damage.
  - (b) The danger that materials may be swept onto other lands to the injury of others;
  - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
  - (d) The importance of the services provided by the proposed facility to the community;
  - (e) The necessity of the facility to have a waterfront location, where applicable;
  - (f) The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
  - (g) The compatibility of the proposed use with existing and anticipated development;
  - (h) The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
  - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
  - (k) The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.
- g. Conditions for Variances
  1. Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant.
  2. Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
  3. Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

4. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items E-I below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
5. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
6. Variances shall not be issued within any designated floodway if any increase in water surface elevations along the floodway profile during the base flood discharge would result.
7. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
8. The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
9. All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### h. Enforcement

- (a) **Violations:** Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.
- (b) **Notices:** When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the provisions of this ordinance, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:
  - (1) Be in writing;
  - (2) Include an explanation of the alleged violation;
  - (3) Allow a reasonable time for the performance of any remedial act required;
  - (4) Be served upon the property owner or their agent as the case may require; and
  - (5) Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this ordinance.

### i. Penalties

1. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
2. The imposition of such fines or penalties for any violation or non-compliance with this ordinance shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.
3. Nothing herein contained shall prevent the City of Columbus or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### 5-32 Standards for Floodplain Development

- a. General Provisions
  1. Alteration or Relocation of a Watercourse
    - (a) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.
    - (b) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.
- b. Encroachments
  1. When proposing to permit any of the following encroachments, the standards in Section 5-1 shall apply:
    - (a) Any development that will cause a rise in the base flood elevations within the floodway; or
    - (b) Any development in Zones A, A1-30, and Zone AE without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
    - (c) Alteration or relocation of a stream; then
  2. The applicant shall:
    - (a) Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
    - (b) Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.
  3. Floodway Overlay District
    - (a) Standards for the Floodway Overlay District
      - (1) New structures for human habitation are prohibited.
      - (2) All encroachments, including fill, new construction, substantial improvements, and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during the occurrence of the base flood discharge. These developments are also subject to all the standards of Section 5.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (3) In Zone A areas, obtain, review, and reasonably utilize any flood elevation and floodway data available through federal, state, or other sources, including studies done under Section 5-1, in meeting the standards of this section.
  - (b) Only uses having a low flood-damage potential and not obstructing flood flows shall be allowed within the Floodway Overlay District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway Overlay District:
    - (1) Agricultural uses such as general farming, pasture, nurseries, and forestry
    - (2) Residential uses such as lawns, gardens, parking, and play areas
    - (3) Nonresidential uses such as loading areas, parking, and airport landing strips
    - (4) Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.
4. Elevation and Floodproofing Requirements
- (a) Residential Structures
    - (1) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.
    - (2) In Zone AO, all new construction and substantial improvements shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet.
    - (3) In the floodway, new structures for human habitation are prohibited.
5. Nonresidential Structures
- (a) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
    - (1) The structure is watertight with walls substantially impermeable to the passage of water and
    - (2) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
    - (3) A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

(b) In Zone AO, all new construction and substantial improvements shall have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet; or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:

- (1) The structure is watertight with walls substantially impermeable to the passage of water and
- (2) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Elevation and Floodproofing Requirements.

### 6. Space Below Lowest Floor

(a) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.

(b) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,
- (2) The bottom of all openings shall not be higher than one (1) foot above grade, and
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

### 7. Appurtenant Structures

(a) Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:

- (1) The structure shall not be used for human habitation.
- (2) The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.
- (3) The floor area shall not exceed 400 square feet.
- (4) The structure shall have a low damage potential.
- (5) The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (6) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
    - a. A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
    - b. The bottom of all openings shall not be higher than one (1) foot above grade, and
    - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
  - (7) No utilities shall be installed in the structure, except electrical fixtures which must be elevated or floodproofed to one (1) foot above base flood elevation.
  - (8) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
  - (9) If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.
8. Manufactured Homes
- (a) Require that all manufactured homes to be placed or substantially improved within floodplains on sites:
    - (1) Outside of a manufactured home park or subdivision,
    - (2) In a new manufactured home park or subdivision,
    - (3) In an expansion to an existing manufactured home park or subdivision, or
    - (4) In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,
    - (5) Be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this Section.
  - (b) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas that are not subject to the provisions of Section 5-2 be elevated so that either;
    - (1) The lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation, or

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.2 (F) (iv).
  - (c) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of Section 5.3 (H) "Subdivisions".
  - (d) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
    - (1) Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
    - (2) Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
    - (3) Any additions to the manufactured home be similarly anchored.
9. Existing Structures
- (a) The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of 5.2 (G) (ii-iv) shall apply.
  - (b) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this ordinance.
  - (c) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure in the floodway shall comply with the provisions of Section 5-1.
  - (d) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification.
10. Design and Construction Standards
- (a) Anchoring: All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### (b) Building Materials and Utilities

- (1) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
- (2) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

### 11. Drainage

- (a) Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

### 12. Water Supply and Sanitary Sewer Systems

- (a) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
- (b) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
- (c) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

### 13. Other Utilities

All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

#### (a) Storage of Materials

- (1) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- (2) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

#### (b) Recreational Vehicles

- (1) Within any floodway, recreational vehicles and recreational vehicle parks shall be prohibited.
- (2) Recreational vehicles to be placed on sites within the floodplain shall:
- (3) Be on site for fewer than 180 consecutive days;

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

- (4) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
- (5) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

### 14. Subdivisions

Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

- (a) All such proposals are consistent with the need to minimize flood damage;
- (b) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
- (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and
- (d) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

### **5-33 Nonconforming Use**

A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:

- (a) If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this ordinance. The Utility Department shall notify the City Engineer in writing of instances of nonconforming uses where utility services have been discontinued for a period of six (6) months.
- (b) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- (c) If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage
- (d) Occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-34 Amendments**

- a. The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in federal, state, or local regulations provided, however, that no such action may be take until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Columbus. At least 15 days shall elapse between the date of this publication and the public hearing.

A copy of such amendments will be provided to the Nebraska Department of Natural Resources and the Federal Emergency Management Agency for review and approval before being adopted.

### **5-35 Definitions**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application:

*0.2% Annual Chance Floodplain* means the floodplain that would be inundated by the 0.2% annual chance flood and delineated on the Flood Insurance Rate Maps.

*Appurtenant Structure* shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as "accessory structure."

*Area of Shallow Flooding* means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Base Flood* means the flood having one (1) percent chance of being equaled or exceeded in any given year.

*Base Flood Elevation* means the elevation to which floodwaters are expected to rise during the base flood.

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides.

*Building* means "structure." See definition for "structure."

*Development* means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

*Existing Manufactured Home Park or Subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood Fringe is that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this ordinance.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New Construction for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Obstruction means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (*Nebraska Revised Statutes* 46-1601 to 46-1670 as amended).

Overlay District is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Post-FIRM Structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated April 19, 2010, whichever is later.

Pre-FIRM Structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated April 19, 2010, whichever is later.

Principally Above Ground means that at least 51 percent of the actual cash value of the structure is above ground.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation means the base flood elevation (BFE) plus a freeboard factor as specified in this ordinance.

Special Flood Hazard Area (SFHA) is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Start of Construction means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Substantial Damage means damage of any origin sustained by a structure whereby the cumulative cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

*Variance* is a grant of relief to an applicant from the requirements of this ordinance that allows construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

*Violation* means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

*Watercourse* means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

### **5-36 to 5-39 Reserved for Future Use**

### **5-40 A: Agricultural Overlay District**

#### **5-41 Purpose**

This district is intended to permit the use of limited agricultural activities in combination with residential land uses. It recognizes the existence in Columbus of specific neighborhoods that, while developed to urban densities, also include certain farm uses, including the raising of both crops and animals. It further recognizes that such uses should be strictly controlled in order to minimize effects on neighboring properties.

#### **5-42 Application of District**

This district may be used only in combination with the RR, R-1, or R-2 zoning districts.

#### **5-43 Permitted Uses**

In addition to those uses permitted by the base district, the following additional uses are permitted in the Agricultural Overlay District:

1. Horticulture
2. Crop Production
3. Animal Production, subject to the following additional conditions:
  - (a) Any new animal shelter, confinement facility, or animal unit shall require approval by the City Council through the special use permit procedure;
  - (b) Any accessory facilities or shelters must be located at least 50 feet from any residences other than the principal residence on the property where such facilities or shelters located; and at least 50 feet from any lot line of a property under different ownership.

#### **5-44 Pre-Existing Zoning**

Any property zoned R-2b on the effective date of this Ordinance shall be considered to be zoned R-2 with an Agricultural Overlay District.

## CHAPTER 1, ARTICLE 5: OVERLAY DISTRICTS

### **5-45 Adoption of District**

- a. The Planning Commission and City Council shall review and evaluate each A Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to A District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an A Agricultural Overlay District.
- f. The Ordinance adopting the A District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### 6 ARTICLE SIX: SUPPLEMENTAL USE REGULATIONS

#### **6-1 Purpose**

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance.

#### **6-2 Supplemental Use Regulations: Agricultural Uses**

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

- a. Horticulture and Crop Production: Retail Sales: Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:
  1. Garden Centers: A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.

Garden centers must conform to all site development regulations for the zoning district.

Any garden center adjacent to a residential district must maintain a 20-foot landscaped Bufferyard consistent with the standards established in Section 8-5.
  2. Roadside Stands: A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.

A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.

A roadside stand may operate for a maximum of 180 days in any one year.
- b. Commercial Feedlots: No new commercial feedlots shall be established within the zoning jurisdiction of the City of Columbus.

#### **6-3 Supplemental Use Regulations: Residential Uses**

- a. Townhouse Residential: Where permitted, townhouse residential is subject to the following regulations:

The minimum width for any townhouse lot sold individually shall be 20 feet.

  1. Coverage percentages are computed for the site of the entire townhouse common development.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- b. Two Single Family Residential:
  - 1. The two single family units shall be separated by a minimum of 14 feet.
  - 2. The second dwelling unit shall be served by a driveway at least ten feet in width, leading from a public street adjacent to the lot.
- c. Multi-Family and Group Residential in B-1 District:
  - 1. Multi-family and Group Residential uses are permitted in the B-1 District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special permit by the City Council with the recommendation of the Planning Commission.
- d. Non-Traditional Residential Parks in NTR District: In the NTR Residential District, which permits mobile home, tiny home and other non-traditional residential use, such use may be configured in a Non-Traditional Residential Park or Non-Traditional Residential Subdivision. A Non-Traditional Residential Park or Subdivision may be approved administratively once all the following regulations are met:
  - 1. Property is properly zoned, Non-Traditional Residential.
  - 2. Completed Development Agreement
  - 3. Density Requirements as defined in Table 4-4: Site Development Regulations.
  - 4. Site Development Minimum Standards:
    - (a) Setbacks: Each Non-Traditional Residential Park and Subdivision shall have a minimum perimeter setback of 35 feet from adjacent non-residential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
    - (b) Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Article 8 of this Ordinance. Screening shall be provided in conformance with Section 8-5 for any common property line with another non-residential use.
    - (c) Open Space Requirements, Table 4-4: Each Non-Traditional Residential Park shall provide a minimum of 250 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians.
    - (d) Parking Minimum Requirements, Table 9-1.
    - (e) Parking: Park requires common parking. Subdivision requires on-site parking.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

5. Street Access and Circulation Requirements:
  - (a) Access to Public Street: Each NTR Park and Subdivision must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
  - (b) Vehicular Circulation: The NTR Parks and Subdivisions must provide interior vehicular circulation on a private internal street system.
    - (1) One side on Street Parking Minimum interior street width shall be a minimum of 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 350 feet in length without a variance.
    - (2) No on street parking. Minimum interior street width shall be a minimum of 24 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 350 feet in length without a variance.
  - (c) Sidewalks or Path: Each NTR Park and Subdivision shall provide a sidewalk or path system to connect each lot to common buildings or open space constructed for the use of its residents; and to the fronting public right-of-way. Sidewalk and path width shall be at least four feet. Public sidewalk connectivity must be provided.
  - (d) Street and Sidewalk Standards: All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
6. Utilities: All living units shall have piped supply of hot and cold water for both drinking and domestic purposes; domestic sewer service; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each living unit.
7. Financial Responsibility: Each application for a NTR Park and Subdivision shall include a demonstration by the developer of financial capability to complete the project, and a construction schedule.
8. Completion Schedule: Construction must begin on any approved Non-Traditional Parks and Subdivisions within one year of the date of approval. Such construction shall be completed within two years of approval, unless otherwise extended by the Administrator.
9. Permitting: A set down permit with fee as set by Resolution is required for each mobile home.
10. Anchoring: Each manufactured home shall be equipped with tie down anchors as approved by the Building Official.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### **6-4 Supplemental Use Regulations: Civic Uses**

- a. Clubs: Clubs located adjacent to residential uses shall maintain a bufferyard of not less than seven feet along the common boundary with such residential use.
- b. Day Care: Day care facilities are permitted by Special Use permit in the MH General Industrial Zoning District only if incidental to a permitted primary use.
- c. Group Care Facilities and Group Homes: Each group care facility or group home must be validly licensed by either the State of Nebraska or the appropriate governmental subdivision.

Group homes are permitted in the B-1 District only on levels above street level except that a facility specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special permit by the City Council with the recommendation of the Planning Commission.

### **6-5 Supplemental Use Regulations: Commercial Uses**

- a. Auto Repair, Equipment Repair, and Body Repair:
  1. Where permitted in commercial districts, all repair activities must take place within a completely enclosed building.
  2. Any spray painting must take place within structures designed for that purpose and approved by the Building Official.
- b. Auto Washing Facilities:
  1. Each conveyor operated auto washing facility shall provide 100 feet of stacking capacity per washing lane on the approach side of the washing structure and stacking space for two vehicles on the exit side.
  2. Each self-service auto washing facility shall provide stacking space for three automobiles per bay on the approach side and one space per bay on the exit side of the building.
- c. Bed and Breakfasts:
  1. Bed and Breakfasts permitted in the B-1 District must provide any sleeping facility only on levels above street level except that units specifically designed and reserved for occupancy by people with physically disabilities may be located on the street level.
- d. Campgrounds
  1. Minimum Size: Each campground shall have a minimum size of one acre.
  2. Setbacks: All campgrounds shall maintain a 50-foot front yard setback and a 25-foot bufferyard from all other property lines.
  3. Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances, state and federal regulations; or, alternatively, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

e. Convenience Storage:

When permitted in the AG, RR, and B-2 Districts, convenience storage facilities shall be subject to the following additional requirements:

1. The minimum size of a convenience storage facility shall be 8,712 square feet of lot area;
2. All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

f. Crematory:

When permitted in the MH Zoning District or for a Special Use Permit in a B2 or ML/C-1 Zoning District, a crematory shall be subject to the following additional requirements:

1. Shall only be allowed if licensed by the State of Nebraska and in compliance with any applicable regulatory agency(ies).
2. A plan of operation shall be submitted to the City building department and is required to meet all environmental requirements and accompanied by a site plan showing all existing and future or planned facilities on the site. The plan of operation shall address hours of operation, number of licensed persons on site trained to operate the crematory unit, procedures to be followed in processing the remains, including required permits and authorizations to be obtained from doctors and county coroner as the case may require. Said plan of operation is subject to periodic review which will address all life safety codes.
3. The following setback shall be complied with: a 20-foot setback unless a greater setback is otherwise required under this Code. Landscaping and buffer yards as required under this Code.
4. All services and activities associated with said crematory must take place within a completely enclosed building, including the unloading of human remains from the transporting vehicle and must maintain the integrity of the surrounding area.
5. All driveway approaches at least 20 feet outward from the crematory toward the City street must be paved with either concrete or asphalt.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### g. Sexually Oriented Business:

When permitted in an ML/C-1 Zoning District with a Special Use Permit, a sexually oriented business shall be subject to the following additional requirement:

1. Shall not be operated within 300 feet of:
  - (a) A church;
  - (b) A public or private elementary or secondary school;
  - (c) A boundary of a residential or historic district;
  - (d) A park or recreational trail;
  - (e) A property line of a lot devoted to a residential use;
  - (f) A hospital; or
  - (g) A fairgrounds.

### **6-6 Supplemental Use Regulations: Industrial Uses**

#### a. Resource Extraction:

Resource extraction, where permitted, is subject to the following additional requirements:

- (a) Erosion Control: A resource extraction use may not increase the amount of storm run-off onto adjacent properties. Erosion control facilities, including retention or detention and sediment basins, are required of each facility if necessary to meet this standard.
- (b) Ponding of Water: The site may be used as a lake or body of water, subject to approval by the City Council with the recommendation of the Planning Commission and the Lower Loup Natural Resources District.
- (c) Storage of Topsoil: Topsoil shall be collected and stored for redistribution at the site where mining took place following the end of the operation, except where ponding is approved.
- (d) Elimination of Hazards: Excavation shall not result in a hazard to any person or property. The following measures are required:
  - (1) Restoration of slopes to a gradient not exceeding 33% as soon as possible;
  - (2) Installation of perimeter safety fencing of at least 6 feet in height; when located within 300 feet of any residential or public use district. Acceptable fencing types include chain link, wood, metal or vinyl with no opening which would allow a 4-inch sphere to pass through.
  - (3) Installation of visual screening adjacent to any property within a residential or public use district. If fencing required in above (b) is solid, it may be used to fulfill this requirement.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- (e) Restoration of Landscape: The topography and soil of the resource extraction site shall be restored and stabilized within nine months of completion of the operation. The site shall be seeded, planted, and contoured in a way that prevents erosion.
  - (f) Topographic & Site Plan: Submittal must include a proposed topographic plan and, if applicable, a subdivision layout of the completed project.
- b. Salvage Services
- 1. Screening:
    - (a) The perimeter of each new facility shall be fully enclosed by opaque, free-standing fencing, or screen walls. Minimum height of this enclosure shall be ten feet. Any such enclosure shall be constructed behind required landscaped bufferyards.
    - (b) Each existing salvage services facility shall be screened as provided above within one year of the effective date of this Ordinance.
    - (c) Storage of materials within any salvage services facility may not be higher than the height of the surrounding screen fence or wall.
    - (d) No Salvage Services use may be established within 300 feet of the nearest property line of a residential or public use zoning district.
- c. Development within County Designated Industrial Areas:
- 1. All applications for Industrial Areas proposed for designation by Platte County under Neb. Rev. Stat. Sections 13-1111 through 13-1121 shall be referred by the City of Columbus to the Planning Commission for review and recommendations. Following Planning Commission action, the City Council shall act on the request.
  - 2. Any agreement between Columbus and Platte County involving approval of such a designation may include, but not be limited to, the following conditions:
    - (a) The proposed Industrial Area designation is consistent with the principles and objectives of the Comprehensive Plan;
    - (b) The City reserves the right to request and receive an annual report from any owner or renter of property within the designated Industrial Area, accurately indicating the current and proposed use of any land, buildings, or facilities within the area. The annual report may be requested in January of each year is due on or before March 1 of that year. Failure to submit an acceptable annual report within this schedule shall result in revocation of occupancy permits and zoning privileges granted by the City;
    - (c) Any newly created Industrial Area shall be designated for a period not to exceed 10 years. The City Council, after recommendation by the Planning Commission, may extend this term in two-year increments, up to a maximum term of twenty years;

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- (d) These provisions do not apply to Industrial Areas designated before December 5, 1983. However, the City may request the Platte County Board to review existing Industrial Areas within the city's jurisdiction from time to time.

### **6-7 Supplemental Use Regulations: Home-Based Businesses**

The intent of this section is to allow residents the opportunity to use their residence as a place to produce or supplement their personal and family income, while protecting residential areas from adverse effects associated with a home-based business and to achieve and maintain an attractive and efficiently functioning community. Home-based businesses are permitted in residential units subject to the conditions set forth in this section.

#### a. Violations

1. A home-based business shall comply with all City Codes.
2. If a violation of the City Code exists, the zoning administrative officer or his/her designee shall, in writing, note the specific area of noncompliance and the home-based business shall have a ten (10) day period in which to achieve compliance. Failure to comply with City Codes shall constitute an offense.

#### b. Building Use

1. The home-based business shall be incidental to the residential use of the property where it is operated. No more than 30% of the total first floor area of the primary residential structure on the premises shall be used for the operation of home-based businesses. To be considered a home-based business, at least one owner of such business must live on the premises.

#### c. External Activities

Any outdoor activities carried out in conjunction with the home-based business must be in keeping with, and maintain the integrity of, the surrounding residential area.

1. The growing, in an unobtrusive manner, of plants, flowers, vegetables, fruit, and similar materials utilized in the operation of the home-based business need not be screened.
2. Other activities not consistent with the character of the surrounding residential area must be screened from view.

#### d. External Effects

The home-based business shall not constitute a hazard or nuisance to neighboring properties.

1. Outdoor storage of any equipment, machinery, parts, goods, materials, or other appurtenances of the business shall not be permitted.
2. The home-based business shall not involve the parking or storage of tractor-trailers, semi-trucks, or heavy equipment, such as construction equipment, used in a business.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

3. Welding, vehicle body repair, vehicle painting, mechanical repair, rebuilding or dismantling of vehicles, or other like businesses are not allowed as home-based businesses.
  4. Businesses which involve the production, storage, distribution, or collection of hazardous chemicals, toxic materials, fireworks, or similar materials, or other like businesses, are not allowed as home-based businesses.
  5. The home-based business shall not cause glare, noise, odors, or electronic interference to the residents of surrounding properties.
  6. The home-based business shall not require additional on- or off-street parking.
- e. Employees
- A home-based business may employ individuals under the following conditions:
1. At any given time, a home-based business may employ no more than two (2) individuals that are not a resident of the primary home.
  2. If more than one home-based business is operated from the same residential property, the maximum number of employees applies to all businesses taken together, not to each business separately.
- f. Signage
- Signage designating a home-based business shall be limited to one non-illuminated and non-reflective sign.
1. Signage may include at most the name of the home-based business, a logo symbol, contact information, address, and indication of the appropriate public entrance. The sign may contain less information. The sign may not exceed four square feet and must be attached to the building.
  2. The presence or design of the sign shall not detract from the property or the surrounding residential area; neither shall its size constitute a visual hazard. Signage must be contained entirely on the property and must maintain appropriate distances from the boundaries of neighboring properties.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### **6-8 Supplemental Use Regulations: Accessory Uses**

#### a. Permitted Accessory Uses: Residential Uses

Residential uses may include the following accessory uses, activities, and structures on the same lot.

1. Private garages and accessory buildings for the residential use shall not be allowed on more than 50% of the allowable lot coverage and no single detached accessory building shall exceed 35% of the allowable lot coverage
2. Recreational activities and uses by residents.
3. Home occupations, subject to Section 6-7 of these regulations.
4. Residential convenience services for multi-family uses and Non-Traditional Residential.
5. Garage sales, provided that the frequency of such sales at any one location shall not exceed one during a continuous two-month period or four sales during any twelve-month period.
6. Automobile sales are prohibited except those automobiles which are for sale by the owner of the residence on a temporary basis not to exceed two (2) months in any calendar year.
7. Within the RR Rural Residential District only, any lot of two acres and over may maintain one horse, llama, other hooved animal, or large bipedal bird. Such a lot may have one additional animal for each additional full acre of lot area over two acres, up to a maximum total of five animals. The animal or animals provided for in this paragraph shall be subject to the approval of a Special Use Permit.
8. Animal production as defined in Section 3-3 shall be subject to a special use permit within the RR Rural Residential District.

#### b. Permitted Accessory Uses: Civic Use Types

Guidance Services and Health Care use types are permitted in the MH General Industrial zoning districts only as accessory uses to a primary industrial use.

#### c. Permitted Accessory Uses: Agricultural Use Types

1. Garden centers and roadside stands, subject to the regulations set forth in Section 6-2.
2. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### **6-9 Supplemental Use Regulations: Outdoor Storage**

Outdoor storage is prohibited in all zoning districts except the MH General Industrial zoning district, except as provided in this section.

- a. Agricultural Use Types
  1. Outdoor storage is permitted where incidental to agricultural uses.
- b. Civic Use Types
  1. Outdoor storage is permitted where incidental to Maintenance Facilities.
- c. Commercial Use Types
  1. Outdoor storage is permitted where incidental to Agricultural Sales and Service; Auto Rentals and Sales; Construction Sales; Equipment Sales and Service; Stables and Kennels; and Surplus Sales.
  2. Outdoor storage is permitted where incidental to Body Repair, provided that such storage is completely screened at property lines by an opaque barrier, as set forth in Section 8-5. This provision shall apply to any Body Repair use established after the effective date of this Ordinance.
- d. Industrial and Miscellaneous Use Types
  1. Light Industry within the B-1 Central Business District zoning district may not include outdoor storage.
  2. Outdoor storage is permitted where it is incidental to Light Industry outside of the B-1 Central Business District. Any such outdoor storage within General Industry; Heavy Industry; Resource Extraction; Salvage Services; Warehousing; and Construction Yards is subject to screening requirements set forth in Section Eight.
  3. Outdoor storage is permitted where incidental to landfills.

### **6-10 Supplemental Use Regulations: Swimming Pools**

#### GENERAL PROVISIONS

- a. DEFINITION:

The term PRIVATE RESIDENTIAL SWIMMING POOL is hereby defined as a receptacle for water, or an artificial pool of water having a depth at any point of more than two feet, intended for the purpose of immersion or partial immersion therein of human beings and including all appurtenant equipment, constructed, installed and maintained in or above the ground outside of a building used for family dwelling units; provided the PRIVATE RESIDENTIAL SWIMMING POOL is maintained by an individual primarily for the sole use of the individual's household and guests and not for the purpose or in connection with any business operated for profit.
- b. COMPLIANCE REQUIRED:

Every private residential swimming pool constructed, installed and maintained hereafter shall comply with all applicable provisions of this Code.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

c. PERMIT REQUIRED:

It shall be unlawful to proceed with the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances within the City unless a permit therefor shall have first been obtained from the Community Development Department.

d. PERMIT FEES:

The fee for a permit for the erection or construction of a swimming pool shall be as set by resolution.

e. DRAWINGS, PLANS AND PERMITS:

1. All drawings and plans for the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances for which a permit is required shall first be presented to the Building Official or his/her designee, for examination and approval as to the proper location, construction and use.
2. All plans and drawings shall be drawn to a scale of not less than one-eighth of an inch to the foot, on paper or cloth, in ink or by some process that will not fade or obliterate. All distances and dimensions shall be accurately figured and drawings made explicit and complete, showing the lot lines, and including information pertaining to the pool, walk and fence construction, water supply system, drainage and water disposal systems and all appurtenances pertaining to the swimming pool.
3. All private residential swimming pools, appurtenances, water supply and drainage systems shall be constructed in conformity with the approved plans. If any deviations from the plans are desired, a supplementary plan covering that portion of the work involved shall be filed for approval and shall conform to the provisions of this chapter.

f. REGULATIONS

1. LOCATION:

- (a) Private residential swimming pools shall be permitted in residential zones only. No portion of a private residential swimming pool shall be located at a distance less than eight feet from any side or rear property line or building line. Pumps, filters and pool water disinfection equipment installations shall be located at a distance not less than eight feet from any side property line. Pools and appurtenant equipment shall not be permitted in the side yard between dwellings.

2. RECIRCULATION POOLS:

- (a) All private residential swimming pools shall be of the recirculation type in which circulation of the water is maintained through the pool by pumps; the water drawn from the pool being clarified and disinfected before being returned to the pool.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### 3. MATERIALS:

- (a) Private residential swimming pool walls and floor shall be constructed of any impervious material which will provide a tight tank with white or light colored finished easily cleaned surfaces. The floor or bottom surface of the pool shall have a nonslip finish as smooth as possible. The side and end walls of a pool shall present a smooth finish and shall be vertical to a depth of at least six feet or shall have a slope or curvature meeting one of the following conditions.
- (b) The pool wall may be vertical for 30 inches from the water level below which the wall may be curved to the bottom with a radius at any point equal to the difference between the depth at that point and 30 inches.
- (c) To a depth of six feet, except as in division (A)(1), the wall's slope shall not be less than one foot horizontal in six feet vertical.
- (d) Pool walls that are to be lined with a plastic liner shall be constructed of masonry or reinforced concrete.

### 4. WALK AREAS:

- (a) Unobstructed walk areas not less than 36 inches wide shall be provided to extend entirely around the pool. The walk areas shall be constructed of impervious material and the surfaces shall be of such as to be smooth and easily cleaned and of nonslip construction. The slope of the walks shall have a pitch of at least one-fourth inch to the foot designed so as to prevent back drainage from entering the pool.

### 5. FENCES:

- (a) All private residential swimming pools shall be completely enclosed by a fence erected along the periphery of the pool walks. All fence openings or points of entry into the pool area enclosure shall be equipped with gates. The fence and gates shall be four feet in height above the walk grade level and shall be constructed of a minimum number nine-gauge woven wire mesh corrosion-resistant material or material approved by the Building Official. All gates shall be equipped with self-closing and self-latching devices placed at the top of the gate and made inaccessible to small children. All fence posts shall be decay or corrosion-resistant and shall be set in concrete bases.

### 6. STEPS OR LADDERS:

- (a) Two or more means of egress in the form of steps or ladders shall be provided for all private residential swimming pools. At least one such means of egress shall be located on a side of the pool at both the deep end and shallow end of the pool. Treads of steps and ladders shall be constructed of nonslip material and at least three inches wide for their full length. Steps and ladders shall have a handrail on both sides.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### 7. WATER SUPPLY:

- (a) No source of water other than that secured from the City waterworks distribution system shall be used in private residential swimming pools unless City water is not available.

### 8. ELECTRICAL REQUIREMENTS:

- (a) All electrical installations provided for, installed and used in conjunction with private residential swimming pools shall be in conformance with the Electrical Code ('63 Code, § 4-3-17) Penalty, see § 10.99

### 9. SAFETY PRECAUTIONS:

- (a) A skilled swimmer shall be present at all times that private residential swimming pools are in use.
- (b) Every private residential swimming pool shall be equipped with one or more throwing ring buoys not more than 15 inches in diameter and having 60 feet of three-sixteenths inch manila line attached and one or more light but strong poles with blunted ends and not less than 12 feet in length for making reach assists or rescues.
- (c) No diving board or platform more than three feet above the water level shall be installed for use in connection with any private residential swimming pool.

#### **6-11 Supplemental Use Regulations: Mailboxes**

Mailboxes constructed on a base other than a single pole and a footprint larger than 25 square feet need approval from the City Engineer as to location and the Chief Building and Code Official as to the structure and size.

#### **6-12 Supplemental Use Regulations: Cargo Containers and Portable Storage Containers**

Cargo containers sixteen (16) feet long and longer are only allowed in light industrial zoning districts and general industrial districts subject to the following requirements:

- a. The time duration that storage containers can be allowed on a particular site shall be established by the Development Review Team (DRT).
- b. Containers shall be limited in quantity to the number allowed by the Development Review Team and shall not be increased without additional review.
- c. Location of containers on the site shall be restricted to the location approved on the site plan by the Development Review Team.
- d. Containers approved for a duration of twelve (12) months or more may require screening view of any adjacent property and public streets in a manner approved by the Development Review Team including, but not limited to, fencing, berming, landscaping or a combination thereof.
- e. All storage containers shall be clean and well-maintained portable storage
  1. Containers sixteen (16) feet and less in length are allowed in all zoning districts subject to the following requirements:

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

2. The temporary placement of one (1) portable storage container not to exceed the size dimensions of eight (8) feet wide by eight (8) feet high by sixteen (16) feet long on a residential lot for the purpose of loading and unloading household contents shall be permitted for a time not to exceed ninety (90) days in a twelve (12) month consecutive period. Additional time is subject to City approval by the Building Official on a case-by-case basis. Additional containers on the same site require City approval by the Building Official prior to placement.
3. Portable storage containers shall not be used for long term storage.
4. No permit is required; however, the street address of the location the container is going to be placed and the date of placement shall be communicated by telephone, electronic mail, or in person, to the Building Official prior to the day the container is placed.
5. The property must be occupied by a principal residential building.
6. Containers are allowed in the front building setback but shall be placed a minimum distance of five (5) feet from any side or rear property lines. Preferred location is in the driveway of the residence, but in no case shall the container be placed in the street or encroaching on public right-of-way.
7. Signs on any portable storage container shall be limited to not more than twelve (12) square feet each, not to exceed one (1) per side. Signage on the container shall not be used for advertising off-premise businesses other than the company that owns and operates the container business.
8. No sales shall be conducted from a portable storage container.
9. All storage containers shall be clean and well maintained.

### **6-13 Supplemental Use Regulations: Truck Terminals**

Truck Terminals that are desired to be located in B-2 Districts may be approved pursuant to a Special Use Permit and must comply with the following requirements:

- a. The total maximum floor area of all buildings combined is limited to 75,000 square feet or less per site.
- b. A landscape bufferyard and screening is required around the perimeter of the site as set forth below, but in no event shall said bufferyard and screening requirement be less than 20-foot:
  1. Bufferyards shall comply when appropriate with Article 8, Section 8-4, and Table 8-2 of the Columbus Land Development Ordinance. Each bufferyard must be fully landscaped and maintained as set forth in the Columbus Land Development Ordinance and be free from paved areas, storage, or other disturbances.
  - 4.2. Screening shall comply with Section 8-5 of the Columbus Land Development Ordinance.

# CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

## 7 ARTICLE SEVEN: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### 7-1 Purpose

The Supplemental Site Development Regulations recognize the existence of special conditions that cannot comply literally with the site development regulations set out for each zoning district. Therefore, these regulations qualify or modify the district regulations of this title and provide for specific areas of exception.

### 7-2 Setback Adjustments

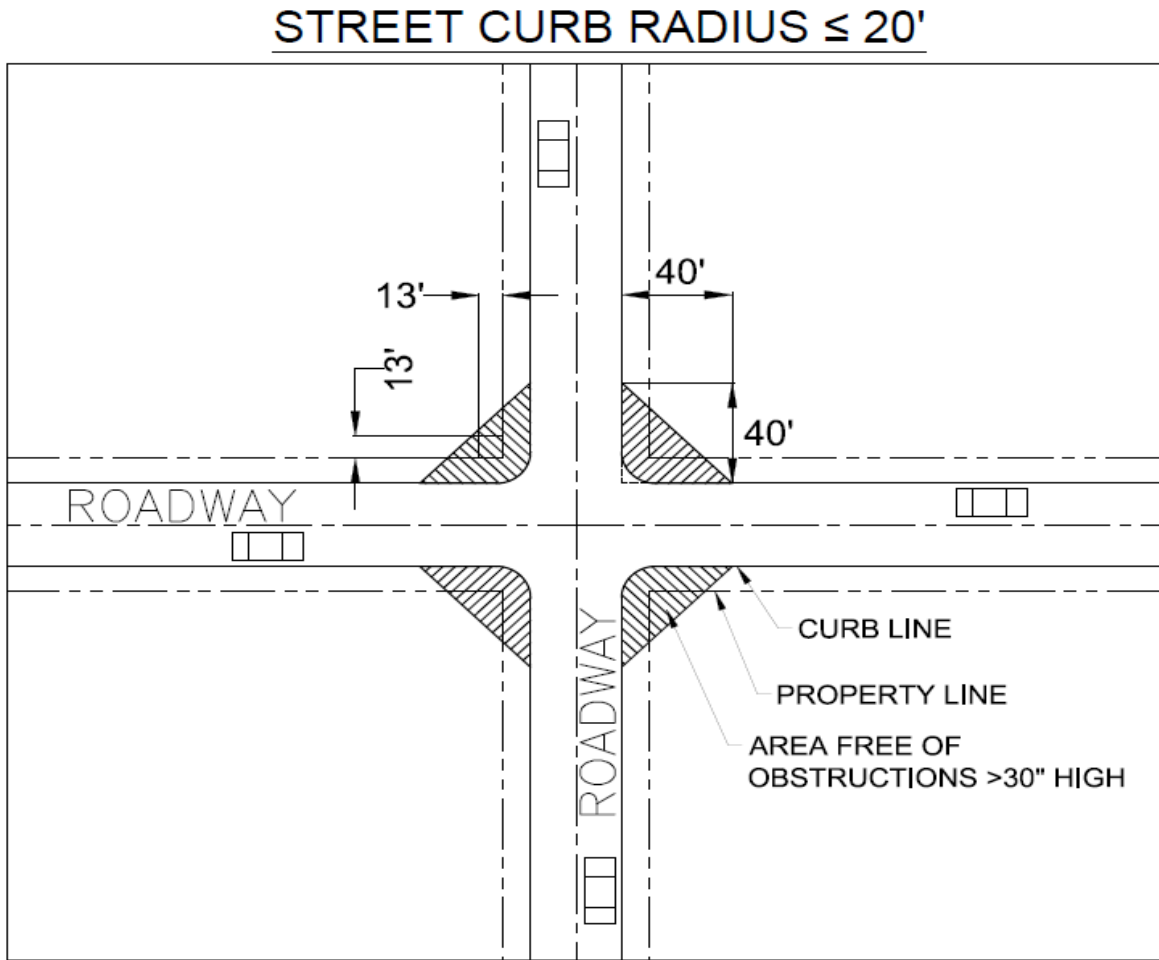
- a. Lots Adjoining Alleys: In calculating the depth of a required side or rear yard setback for a lot adjoining a dedicated public alley, one-half of the alley may be credited as a portion of the yard. However, no residential structure may be nearer than ten feet to the near side of the alley.
- b. Exceptions to Openness of Required Yards: Every part of a required yard shall be open and unobstructed from finished grade upward, except as specified herein.
  1. Window sills, belt courses, cornices, eaves, flues and chimneys (including enclosed or unenclosed), and ornamental feature may project two feet into a required yard.
  2. Terraces, patios, uncovered decks, and ornamental features which have no structural element more than two feet above or below the adjacent ground level may project ten feet into a required yard. However, all such projections must be set back at least three feet from an adjacent side lot line; or fifteen feet from any street property line.
  3. Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of 3 1/2 feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings.
  4. For buildings constructed upon a front property line, a cornice may project into public right-of-way. Maximum projection is the smaller of four feet or five percent of the right-of-way width.
  5. In commercial and business districts, a canopy may extend into a required front yard, provided that the canopy is set back at least five feet from the front property line, covers less than fifteen percent of the area of the required front yard, and has a vertical clearance of at least eight feet six inches.
  6. Accessory buildings in residential districts, including private and community garages, may be located a minimum of two feet from the side lot line and ten feet from the rear lot line. The rear yard setback may be reduced to two feet if bounded by an alley if set back is sixty feet or more from the front lot line. An accessory building must have an additional rear and side setback of one foot for every two feet or portion thereof of height over 15 feet. Any such accessory building must be located at least six feet from the main structure. Accessory building in an R-1, R-2 or R-3 district shall not exceed 20 feet in height at the peak. No residential accessory buildings permitted on NTR Park or Subdivision lots.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

7. Lamp posts with a maximum height of ten (10) feet, and flag poles up to maximum height of base district may be located within required yards, provided they are set back at least five (5) feet from property lines.
- c. Setback Adjustments
  1. Setbacks on Built-Up Blockfaces: These provisions apply if any of the buildings on that blockface have front yard setbacks less than those required for the specific district.
    - (a) If a building is to be built on a parcel of land within 100 feet of an existing building on one side only, the minimum front yard shall be the setback of the adjacent building; excluding garages, refer to Table 4-4: Site Development Regulations.
    - (b) If a building is to be built on a parcel of land not within 100 feet of an existing building on either side, then the minimum front yard shall be the mean setback of all existing buildings on the blockface.
- d. Corner Lots: Required setbacks shall not reduce the buildable width of any corner lot to less than 24 feet. Appropriate setback adjustments shall be allowed to maintain this minimum width.
- e. Double Frontage Lots: In Rural Residential zoned double frontage lots on a major street, and with no access to that street, may have a 25-foot minimum front yard setback along said street. All other double frontage lots must provide full front yard setbacks from each adjacent street.
- f. Antennas: No antennas are permitted in the front yard.
- g. Vision Clearance Zones: No structures, plantings to maturity, landscaping, fences, parked vehicles, trucks, trailers, or other obstructions shall be built or placed above a maximum height of 30-inches above the established curb grade or radii 20 feet of less within, whichever is greater in clear zones, from a triangle formed 1) by a line connecting points thirteen feet along each leg from the property lines from their point of intersection and 2) by a line connecting points forty feet along each leg from the back of curb from their point of intersection and as extended to the public or private street or driveway, trail, or traveled way which may obstruct the line of sight of drivers and/or pedestrians approaching the intersection as show in Figure 7-2(a). Radii greater than 20 feet shall be subject to the Figure requirements. Vision clearance where private driveways and streets or courts meet shall be subject to approval of the Building Official.
- h. Attached structures extending into public rights-of-way within the Downtown Business District, excluding roadways.
  1. Attached structures, such as awnings, canopies and signs may extend no more than 48 inches from the façade or facewall of the building to which it is attached. These structures must maintain a vertical clearance of at least 7 feet and 6 inches.

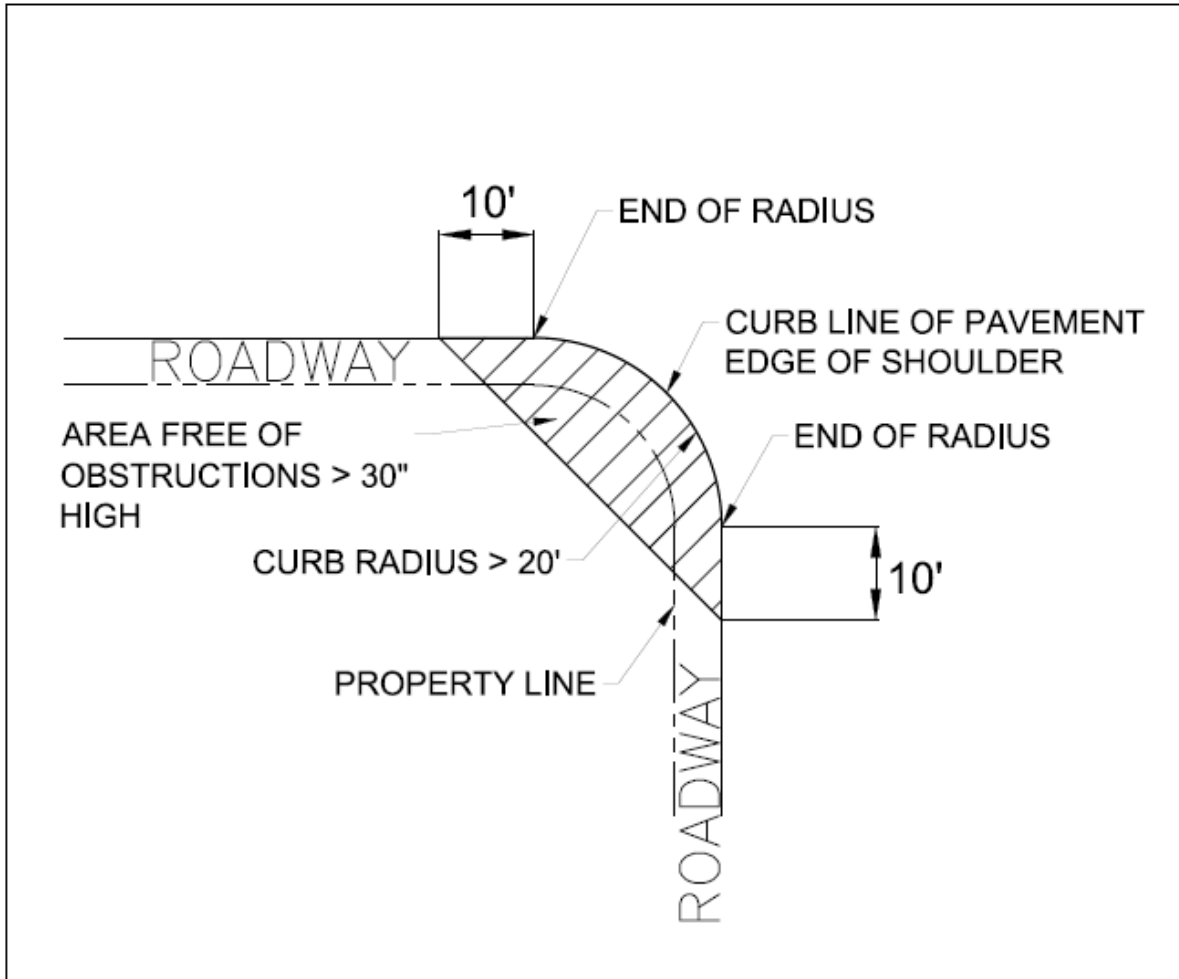
CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

**Figure 7-2(a): Vision Clearance Zone**



**Figure 7-2(b): Vision Clearance Zone**

**STREET CURB RADIUS > 20'**



**FIGURE 7-2 (b): VISION CLEARANCE ZONE**

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### **7-3 Height Exceptions**

a. These provisions allow exceptions to the height limit of any zoning district in certain situations.

1. Vertical Projection: Chimneys, cooling towers, building mechanical equipment, elevator bulkheads, fire towers, grain elevators, non-parabolic receiving antennas, tanks, solariums, steeples, penthouses not exceeding 25 percent of total roof area, flag poles, stage towers or scenery lofts, City owned towers used for emergency communications and water towers may be built to any height in accordance with existing ordinances.
2. Radio Towers: Radio towers, operated by licensed amateur radio operators, may be built to a height as set forth in paragraph 2 below provided such towers do not exceed the height limitations set by Table 4-4: Site Development Regulations. This exception does not apply to parabolic antennas, designed to receive signals from satellites.  
  
Such radio towers shall not be located within a street yard of the primary use, and shall be located no less than 110 percent of the tower's height from a property line of an adjacent property within any zoning district.
3. Dwellings: Dwellings may exceed the height limit of their zoning districts by a maximum of ten feet, provided that each such building shall have a side yard setback of one foot in addition to required setbacks from each property line for each foot of height over the maximum height of the zoning district.
4. Wind Energy Conservation Systems (WECS): Wind Energy Conservation Systems are exempt from the height restrictions of the base district in accordance with existing ordinances.
5. Federal Aviation Administration Rules: No structure may be built in any zoning district which exceeds the maximum height permitted under the rules of the Federal Aviation Administration. These rules describe the glide angles and operational patterns for any airport within the planning jurisdiction of the City of Columbus.

### **7-4 Allowable Adjustments to Site Development Regulations for Creative Subdivisions**

- a. Purpose: Section 5-11 of the Land Development Ordinance provides for creative subdivisions. Creative subdivisions allow for greater flexibility in the design and development of subdivisions, in order to produce innovative residential environments, provide for more efficient use of land, protect topographical features, and encourage the preservation of common area and open space. These special regulations and exceptions apply only to creative subdivisions.
- b. Site Area Per Unit:
  1. Unless otherwise provided, the site area per unit for a creative subdivision as a whole shall be that of the zoning district in which such subdivision is located. For the purpose of computing site area per unit, the area of public streets and private ways within the subdivision must be excluded. Residential use types may be combined within the creative subdivision provided that the subdivision as a whole complies with the required maximum density of the zoning district.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

2. In the AG or RR Districts, the minimum site area per unit may be reduced by 50 percent in creative subdivisions.
- c. **Perimeter Yards**
  1. The required setback for any structure within a creative subdivision from a perimeter public street shall be the required setback for the zoning district.
  2. The required setback for any structure within the subdivision from any property line which forms the boundary of the subdivision shall be at least 15 feet.
- d. **Area and Yards for Individual Lots:** Minimum lot areas may be reduced by a maximum of 50%. Street Side yards may be reduced by a maximum of 25%. Interior and Back yards may be reduced by a maximum of 50%, provided a minimum separation of ten feet shall be established for all residential structures not attached to one another. A creative subdivision must be planned and developed as a common development.
- e. **Coverage and Landscaping Requirements:** Individual lots in a creative subdivision may increase maximum building and impervious coverage limitations by 20%.

### 7-5 **Fence Regulations**

- b. **Location Restriction:** Unless otherwise provided by this title or other sections of the Columbus Municipal Code, no fence shall be built on any lot or tract outside the surveyed lot lines.
- c. **Sight Obstruction:** No solid fence permitted or required by this title or other sections of the Columbus Municipal Code shall be built or placed above a maximum height of 30-inches above the established pavement surface or shoulder grade within a triangle formed by a line connecting points twenty-five feet along each leg from the property lines from their point of intersection and as extended to the public or private street, driveway, trail, or traveled way which may obstruct the line of sight of drivers and/or pedestrians approaching the intersection.
- d. **Residential Fences:** Fences constructed within residential districts or on land used for residential purposes are subject to the following provisions.
  1. **Height:** The maximum height of a fence within a required front yard or street side yard setback shall be four feet. The maximum height for any fence outside of a required front yard may be up to six feet.
  2. **Exception for Back Yards of Double Frontage Lots:** A fence built within the required back yard of a double frontage lot, provided no residential access is provided to the back yard street, may be a maximum of six feet in height.
- e. **Office, Commercial, and Industrial Fences:** Fences constructed in commercial and industrial districts are subject to the following special provisions:
  1. **LC, UC, and B-1 Districts:** The maximum height of a fence may not exceed six feet if located outside of the required front or street side yards. Fences within the front and street side yards may not exceed four feet.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

2. B-2, ML/C-1, MH Districts: The maximum height of a fence within a required front yard or street side yard setback may not exceed six feet. The maximum height for a fence outside of required front yard or street side yard setbacks may not exceed ten feet.

### **7-6 Downtown Building Standards**

The Downtown Business District includes the area bounded by 10<sup>th</sup> Street and 15<sup>th</sup> Street and 21<sup>st</sup> Avenue and 32<sup>nd</sup> Avenue, all public right-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.

The City of Columbus has set forth these guidelines as minimum standards whereby properties in the Downtown Business District can be improved or built upon; it is in the best interest of the City and its residents to have a downtown that is pleasing to walk, drive through and conduct business in while maintaining an environment that preserves, to a reasonable extent, the heritage and history of Columbus. Any improvement or building project should be undertaken with care and consideration of these goals.

A majority of the commercial buildings in the Columbus downtown retain their original form and ornamentation in the upper stories. Out of the total of 127 properties in the Downtown, 101 are considered architecturally and historically significant. The majority of the commercial buildings were built between 1910 and 1919 with most of the remaining being built from 1930 to 1946.

The Downtown Building Standards are the regulating document for development within the downtown of Columbus. The Downtown Building Standards recognize the historic character of the downtown and identifies a special set of development standards, allowed use regulations, and other special use regulations that, when applied to new construction and qualifying remodel/s expansions will ensure that the historic character is positively complement. These guidelines apply to any portion of the commercial and/or institutional properties visible to pedestrians and/or motorist within the Downtown Business District.

Building should work together to create a “wall of buildings” effect associated with traditional downtown areas. New construction and infill building must maintain the alignment of facades along the sidewalk edge; exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape, or if the lot size, shape and the intended use of the building require substantial associated onsite parking.

A minimum of 30% of the ground level front façade and 20% of the ground level sides of buildings adjacent to public right of ways shall consist of any combination of windows and doors with large glass panels, as shall a building’s rear façade if it faces public right of way, parking area or open space. Windowless upper floors are not permitted and the windows should be vertically oriented. Arched tops, columns framing and window and decorative lintels, where appropriate are encouraged.

Infill construction should reflect some of the detailing of surrounding buildings in building massing, window shape, cornice lines and brick work.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

For the first 20 feet above street level, street facades shall be constructed of durable materials such as stone, brick, tile, or glass, or similar materials such as precast concrete, or poured in place concrete are required as the primary exterior material facing streets. Other high-quality materials may be proposed to and approved by the Chief Building and Code Official.

Faux brick products (not made of fired clay) are prohibited. Metal is not suitable primary material for building exteriors in the Downtown area.

With the exception of existing, the following materials are not permitted for use on the facades or sides of buildings adjacent to public right of way.

1. Brick larger than 4" in height, 12" in length
2. Aluminum, vinyl or fiberglass siding.
3. Concrete masonry units, other than limited use of split faced block which may be considered accent lines or the emulation of foundation stone if appropriate.
4. Materials that attempt to mimic traditional materials (an example would be fiberglass panels that are molded to look like brick); a singular exception to this is the judicious use of cultured stone.
5. Stucco or synthetic stucco is prohibited below the 12 (twelve) foot level but may be substituted above that level for the durable materials described above. Exception stucco maybe approved by the building official below the 12 (twelve) foot level if the structural integrity of the brick has been compromised.

If a new commercial building is constructed within the Downtown Business District its design should complement its environment and should include design elements, proportion, colors, etc.

Tile, stone, glass block, copper flashing, metal and wood are among the type of materials that should be considered for accents to buildings. Preference is for a high level of design and architectural detail.

### **7-7 Appeals**

Denial, revocations, or cancellations of a building permit based on the provisions of this Section may be appealed to the Board of Adjustment, as set forth in Section 12-8 and Section 12-9.

## CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

### 8 ARTICLE EIGHT: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

#### **8-1 Purpose**

The Landscaping and Screening Regulations provide additional guidance on the development of sites within Columbus by addressing landscaping and screening requirements. They are designed to improve the appearance of the community; buffer potentially incompatible land uses from one another; and conserve the value of properties within the City of Columbus.

#### **8-2 Applicability**

The provisions of Article 8, shall apply to all new development on each lot or site upon application for a building permit or replacement of sidewalk within the B-1 district, except for the following:

- a. Remodeling, rehabilitation or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements;
- b. Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than 20 percent. Where such additions or enlargements are 20 percent or greater.

#### **8-3 Landscaping Requirements**

Landscaping shall be required adjacent to each street property line and within street yards as set forth in Table 8-1.

**CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS**

**TABLE 8-1: Required Landscape Depth**

<b>Zoning District</b>	<b>Depth of Landscaping Adjacent to Street Property Line</b>
AG	35 feet
RR	50 feet
R-1	15 feet
R-2	15 feet
R-3*	15 feet
NTR Park	10 feet
NTR Subdivision	20 feet
O	20 feet
LC	20 feet
UC	15 of the depth of the street yard. Landscaped area between curb to sidewalk may be counted toward this requirement.
B-1	No Requirement
B-2	10 feet
ML/C-1	No Requirement
MH	No Requirement
B-1	Sidewalk landscape beds including approved plantings in sidewalks in accordance with the B-1 district master plan and design standards
B-2	10 feet
ML/C-1	No Requirement
MH	No Requirement

\* For residential uses only. B-1 district sidewalk landscaping beds or administrative official approved landscape heavy duty landscape pots or structure shall be located in accordance with the master plan and design standards. Improvements shall include coordinated district sizing, location, construction features, underground stormwater collection system, connection to public storm sewer system, bedding, earthen material, plantings and related work.

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## **8-4 Bufferyard Provisions**

These provisions apply when a use is established in a more intensive zoning district (District A) which is adjacent to a less intensive zoning district (District B). The owner, developer, or operator of the use within District A shall install and maintain a landscaped bufferyard on his/her lot or site, as set forth in this section. Bufferyard requirements apply only to those districts indicated in Table 8-2 .

- a. The bufferyard dimensions set forth in Table 8-2 apply to zoning districts which share a common lot line or are adjacent but separated by an intervening alley.
- b. When a street separates adjacent zoning districts requiring a bufferyard, the size of the bufferyard shall be one-half the required bufferyard set forth in Table 8-2.
- c. Each required bufferyard must be entirely landscaped and free of paved areas, access ways, storage, or other disturbances.

The Plan Administrator may waive bufferyard and screen requirements when adjacent to City owned property, excluding right-of-way and property used for recreational purposes.

**TABLE 8-2: Bufferyard Requirements (feet)**

<b>More Intensive District</b>	<b>Less Intensive District</b>						
		AG*	RR	R-1	R-2	R-3*	RMH
O, LC, UC**	10	10	10	10	10	10	10
B-2**	30	30	20	20	20	20	20
ML/C-1	30	30	30	30	30	30	30
MH	50	50	50	50	50	50	50
* For residential uses only.							
** No buffer required when use is entirely residential use.							

## **8-5 Screening Standards**

- a. Application: Screening is required between adjacent zoning districts indicated in Table 8-2 when one or more of the following conditions in the more intensive zoning district is directly visible from and faces toward the boundary of the less intensive zoning district.
  1. The rear elevation of buildings.
  2. Outdoor storage areas or storage tanks, unless otherwise screened.
  3. Loading docks, refuse collection points, and other service areas.
  4. Major machinery or areas housing a manufacturing process.
  5. Major on-site traffic circulation areas or truck and/or trailer parking.
  6. Sources of glare, noise, or other environmental effects.

## CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

- b. Opaque Barrier: A six-foot opaque barrier shall be provided which visually screens the conditions listed in Section 8-5 from less intensive uses as follows:
  - 1. A solid wood, vinyl and/or masonry fence or wall at least six feet in height;
  - 2. A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque hedge-like barrier and attaining a minimum height of six feet within three years of planting;
  - 3. A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts;
  - 4. Any combination of these methods that achieves a cumulative height of six feet.
- c. Location of Screening Wall: A screening wall or fence shall be installed within the required buffer yard.
- d. Screening: Effect on Drainage: Screening shall not adversely affect surface water drainage.

### **8-6 General Provisions**

- a. Time of Application: The provisions contained in this Article shall be applied for each individual lot or site when an application for a building permit on such lot is made.
- b. Maintenance of Required Landscaping: Upon installation of required landscape materials, each owner shall take appropriate actions to insure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistent with this Article.
- c. Obstruction of View: Landscaping installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, trail or sidewalk.
- d. Area between sidewalk and curb/edge of pavement: The area between the sidewalk and street curb or edge of pavement shall be grass turf. A maximum of ten (10) percent of this area may be used for mailboxes, paving, or other ground cover.
- e. Exceptions: A development may continue to comply with the bufferyard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with bufferyard or screening provisions.

### **8-7 Grade Elevation at Residential Building Setback**

The maximum grade elevation at the residential building setback line shall be a slope between 4 and 6 percent as approved by the Building Official as calculated from the top of the pavement curb or edge of roadway to the building setback. Buildings or structures placed further back from the setback, setback larger than 20-feet, roadway right-of-way greater than 60 feet, or other uncommon situations shall have the maximum elevation set by the Building Official. Sidewalk or trail cross slope, including the driveway, cannot exceed two percent (quarter inch per foot) in accordance with the American's is Disability Act.

**CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS**

**8-8 Performance Standards in the B-2 and ML/C-1 Zoning Districts**

a. Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts

Table 8-3 displays the maximum permitted sound levels that may be generated by uses in the LC, UC, B-2 or ML/C-1 zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting ANSI specification for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

**TABLE 8-3: Maximum Permitted Sound Levels at Residential Boundaries**

<b>Originating Zoning District</b>	<b>Time</b>	<b>Maximum One Hour Leq* (dbA)</b>
LC, UC, B-2	7:00 a.m. – 10:00 p.m.	65
	10:00 p.m. – 7:00 a.m.	55
ML/C-1	7:00 a.m. – 10:00 p.m.	70
	10:00 p.m. – 7:00 a.m.	55

\* Leq is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears.

Lighting Performance Standards

1. Area lighting shall be conducted so that the light source is directed away from areas in residential use or shall be controlled so that candlepower per 1,000 lamp lumens does not numerically exceed 50 lamp lumens (5%) above the vertical angle of 78 degrees above nadir; or emit more than 500 foot-lamberts per unit projected surface area of the luminaire above a 78-degree vertical angle.
2. Luminous element signs shall not exceed 300 foot-lamberts. Luminous building fronts shall not exceed 100 foot-lamberts in average surface luminance. Flood lighted signs shall not exceed 75 foot-lamberts in average surface luminance. Exposed lamp signs and luminous tube signs shall not exceed 400 foot-lamberts in average surface luminance.
3. Illumination resulting from outdoor lighting shall be conducted so that direct or indirect illumination does not exceed 0.5 horizontal foot candles at a boundary line with an adjacent residential zoning district.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### 9 ARTICLE NINE: OFF-STREET PARKING

#### **9-1 Purpose**

The Off-Street Parking Regulations require that developments provide parking in proportion to the need created by each use. The regulations further establish standards for the functional design of parking facilities. These regulations are intended to accommodate vehicles in a functionally satisfactory manner and to minimize external effects on neighboring properties.

#### **9-2 General Applications**

- a. Applicability: Off-street parking shall be provided for any new building constructed; for new uses or conversions of existing buildings; or for enlargements of existing structures.
- b. Exemptions: Any use within the B-1 Central Business District is exempt from the off-street parking requirements provided by Section 9-3. Any off-street parking facility constructed in the B-1 District after the effective date of this Ordinance must comply with the design standards set forth in this Article.

#### **9-3 Schedule of Off-Street Parking Requirements**

Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 9-1.

- a. Computation
  1. When a computation of required parking results in a fraction of .5 or greater, the requirement should be rounded up to the next whole number.
  2. Unless otherwise indicated, parking requirements are based on gross floor area. Gross floor areas for the purpose of this calculation exclude any interior space used for the parking or loading of vehicles.
  3. When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code in effect for the City of Columbus at the time the use is established.

**CHAPTER 1, ARTICLE 9: OFF-STREET PARKING**

**TABLE 9-1: Off-Street Parking Requirements**

<b>Agricultural Use Types</b>	
Horticulture	1 space per 1,000 square feet of sales area.
Crop Production	No requirement.
Animal Production	No requirement.
Commercial Feedlots	No requirement.
<b>Residential Use Types</b>	
Single-Family Residential	2 spaces per dwelling unit.
Duplex Residential	2 spaces per dwelling unit.
Two-Family Residential	2 spaces per dwelling unit.
Multi-Family Residential	2 spaces per dwelling unit with 2 or more bedrooms, 1 space per 1 bedroom dwelling units or studios, and 1 space per 2 dwelling units for elderly housing.
Downtown Living Units	0 spaces per dwelling unit. Within existing structures only.
Group Residential	1 space for each two residents.
Non-Traditional Residential Park	1 space per dwelling provided in shared parking facility.
Non-Traditional Residential Subdivision	1 space per dwelling unit.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Civic Use Types</b>	
Administration	1 space per 500 square feet.
Cemetery	No requirement.
Clubs	1 space per 4-person capacity.
Convalescent Services	1 space per 4 beds.
Cultural Services	1 space per 1,000 square feet.
Day Care Services	1 space per 5-person capacity + 1 space per employee of largest shift.
Group Care Facility	1 space per 4-person capacity + 1 space per employee of largest shift.
Group Home	1 space per 4-person capacity + 1 space per employee of largest shift.
Guidance Services	1 space per 300 square feet.
Health Care	1 space per 300 square feet + 1 space per employee of largest shift.
Maintenance Facilities	See Schedule A.
Parks and Recreation	No requirement.
Postal Facilities	See Schedule A.
Primary Education	1 space per employee of largest shift + 10 stalls for visitors.
Public Assembly	1 space per 4-person capacity.
Religious Assembly	1 space per 4-person capacity in largest assembly area.
Safety Services	1 space per employee of maximum shift + 1 stall per 1,000 square feet.
Secondary Education	1 space per employee of maximum shift + 1 space for each 4 11th and 12th grade student.
Utilities	1 space per employee of maximum shift.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Commercial Use Types</b>	
Agricultural Sales/Service	See Schedule A.
Auto Rental and Sales	See Schedule A.
Auto Service	Three times service capacity.
Body Repair	Four spaces per repair stall.
Business Support Services	1 space per 500 square feet.
Campground	1 space per camping unit.
Cocktail Lounge	1 space per 200 square feet.
Commercial Recreation	1 space per 4-person capacity.
Communications Services	1 space per 500 square feet.
Construction Sales	See Schedule A.
Consumer Services	1 space per 300 square feet.
Convenience Storage	1 space per 10 storage units.
Equipment Sales/ Service	See Schedule A.
Food Sales	1 space per 300 square feet.
General Retail Services	1 space per 500 square feet.
Liquor Sales	1 space per 300 square feet.
Lodging	1 space per unit.
Personal Improvement	1 space per 500 square feet.
Personal Services	1 space per 500 square feet.
Pet Services	1 space per 500 square feet.
Restaurants (Drive-in)	1 space per 50 square feet of customer service area.
Restaurants (General)	Greater of 1 space per 4-person capacity or 1 space per 50 square feet in dining area.
Stables/ Kennels	1 space per employee + 1 stall per 5,000 square feet of site area.
Surplus Sales	See Schedule A.
Veterinary Services	1 space per 500 square feet.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1: Off-Street Parking Requirements**

<b>Office Use Types</b>	
General Offices	1 space per 500 square feet.
<b>Miscellaneous Use Types</b>	
Broadcasting Tower	No requirement.
Non-Putrescible Landfill	No requirement.
All Landfills	No requirement.
<b>Industrial Use Types</b>	
Agricultural Industries	See Schedule A.
Light Industry	See Schedule A.
General Industry	See Schedule A.
Heavy Industry	See Schedule A.
Railroad Facilities	See Schedule A.
Resource Extraction	1 space per employee on largest shift.
Salvage Services	See Schedule A.
Warehousing	See Schedule A.
Construction Yards	See Schedule A.

<b>SCHEDULE A</b>	
<b>This schedule sets forth minimum off street parking requirements for uses with elements that have different functions and operating characteristics.</b>	
<b>Function of Element</b>	<b>Requirement</b>
Office or Administration	1 space per 400 square feet
Indoor Sales, Display or Service Area	1 space per 500 square feet
Outdoor Sales, Display or Service Area	1 space per 2,000 square feet
Equipment, Servicing, or Manufacturing	1 space per 1,000 square feet
Indoor or Outdoor Storage or Warehousing	1 space per 5,000 square feet

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### **9-4 Parking Facility Location**

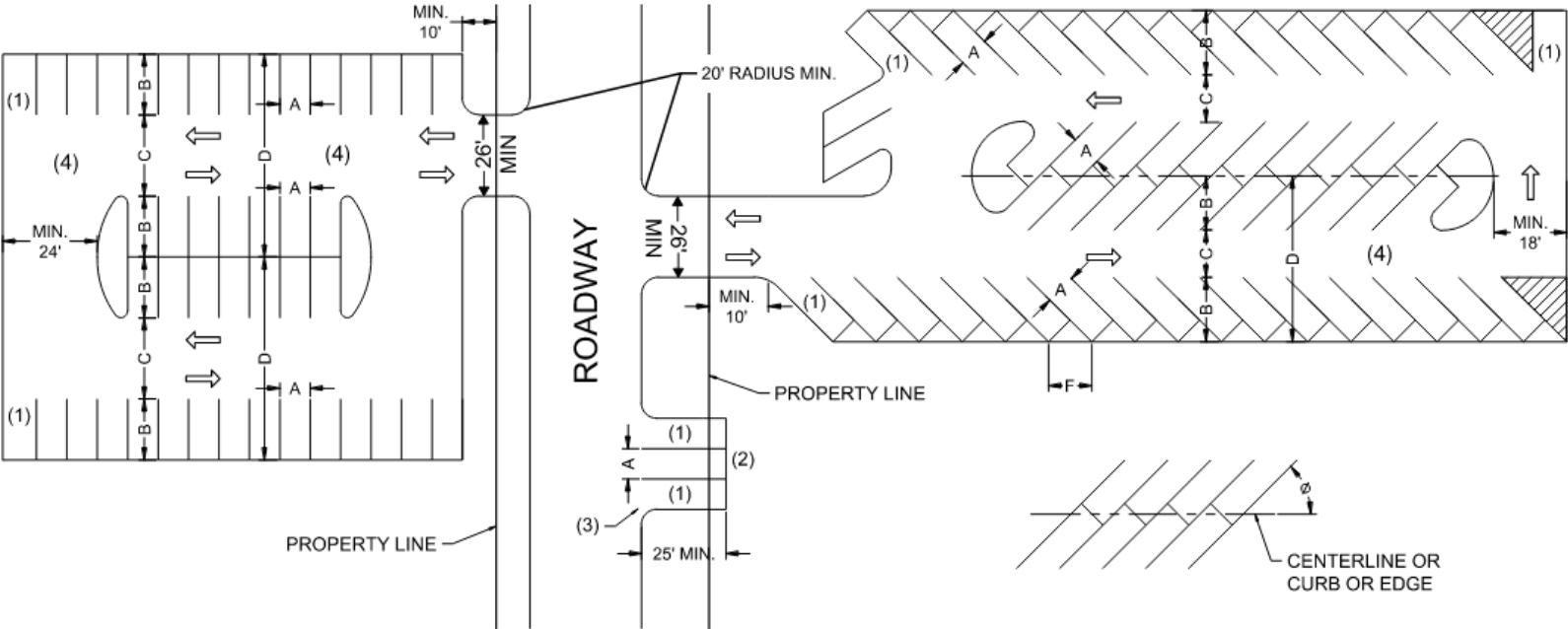
- a. Residential Parking
  1. Off-street parking for residential uses shall be located on the same lot or site as the use.
  2. Off-street parking areas for multi-family or group residential uses shall be at least ten (10) feet from any main building.
- b. Non-Residential Parking
  1. Off-street parking for non-residential uses shall be located on the same lot or site as the use or within 300 feet of that use if the parking site is zoned for such parking.

### **9-5 Off-Street Parking Design Standards**

Off-Street Parking in all zones must meet the following minimum requirements.

**CHAPTER 1, ARTICLE 9: OFF-STREET PARKING**

**FIGURE 9-5 (a): Off-Street Parking Standards**



ANGLE (°)	STALL WIDTH (A)	STALL DEPTH (B)	AISLE WIDTH (C)	TYPICAL MODULE (D)
45°	9.0'	18.0'	13.0'	52.0'
60°	9.0'	19.0'	17.0'	55.0'
90°	9.0'	18.0'	24.0'	60.0'

- (1) FOR PERPENDICULAR (90°) PARKING, STALL ADJACENT TO CLOSED END OF THE AISLE SHALL BE A MINIMUM OF 10 FEET WIDE
- (2) 6' SIDEWALK. PUBLIC SIDEWALK EASEMENT MAY BE REQUIRED.
- (3) NON-ARTERIAL ROADWAYS ONLY. SUBJECT TO CITY ENGINEER APPROVAL
- (4) MAIN ENTRY ACCESS AISLE TO BE 26 FOOT MINIMUM WIDTH

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

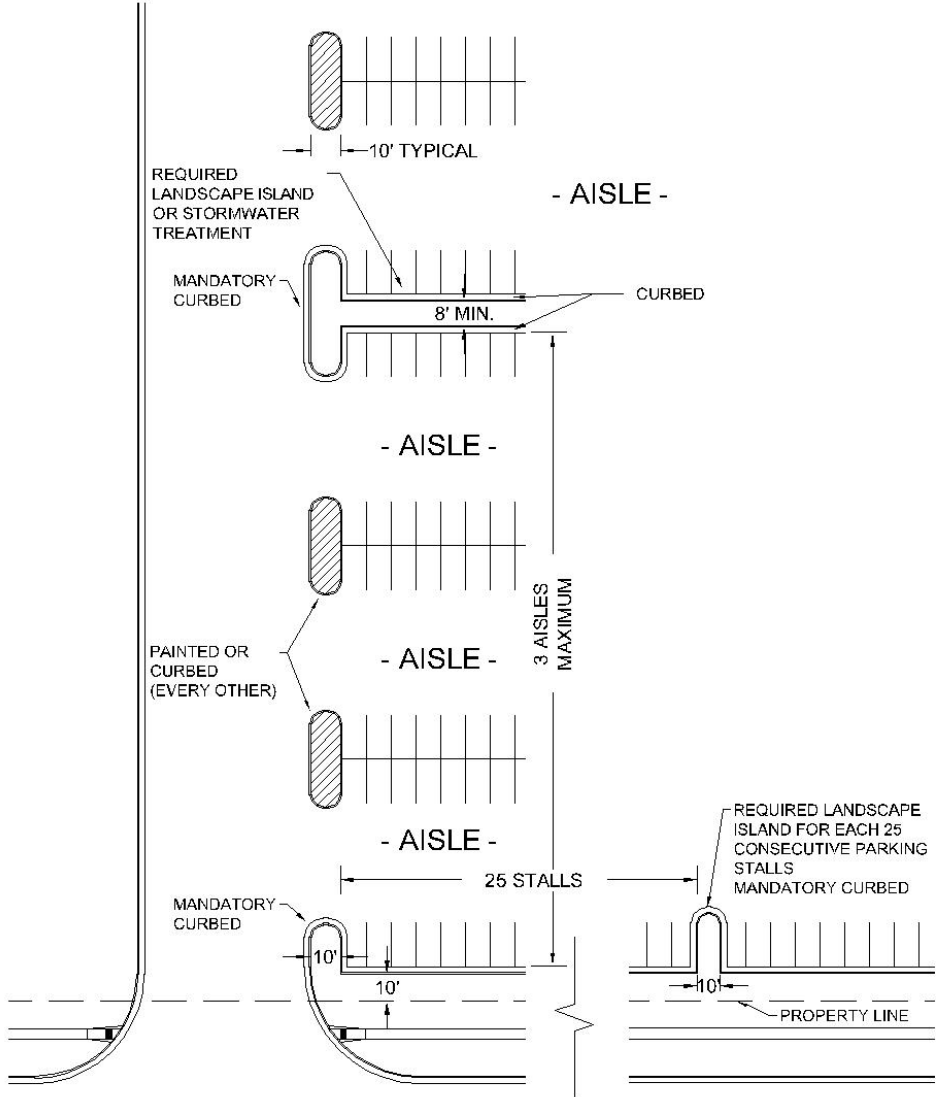
- a. Dimensions: Parking stalls and aisles shall be provided in accordance with the design standards provided in Figure 9-5(a) and Figure 9-5(b).
- b. Pavement and Drainage: Off-street parking facilities shall be designed and built to the stormwater management program requirements. Parking lots shall have an internal drainage system and not adversely sheet flow drain onto public right-of-way, roadways, and alleys. Public storm sewer or drainage ways adjacent to or nearby and available must be extended into the parking lot for this purpose.

Pavement shall be a minimum of 6-inch-thick concrete, equivalent depth asphaltic concrete with subgrade, or pervious concrete a minimum of 6-inch thickness with an aggregate base and underdrain system. Additional thickness may be required depending on the use and design vehicle.

- c. Landscape and Screening Requirements: Unless otherwise noted, each unenclosed parking facility of over 3,000 square feet shall comply with the following regulations during the life of the facility:
  1. Each unenclosed parking facility shall provide a minimum buffer of ten feet along any street property line; Ten-foot buffer is not required in the B-1, ML/C1 and MH Districts.
  2. Each parking facility that abuts a residential district shall provide a ten-foot landscaped buffer along its common property line with the residential district;
  3. Any parking facility which abuts property in a residential district shall provide a grade change, fence, terrace, or other site feature which blocks the sight line of headlights into a residential property, subject to the determination of the Building Official;
  4. Each parking facility over 4,500 square feet shall have internal landscape islands as shown in Figure 9-5(b). Internal landscape island area shall be equal or greater to the (10) percent of the total parking and aisle pavement area. Non-visitor or employee parking lots in MH districts shall be exempt.
  5. Internal landscape islands shall be planted with a combination of turf, trees, and understory landscaping such as shrubs, ornamental grasses, and flowering perennials. In islands with trees or adequate types and coverage of landscaping, rock cover may be allowed as an alternative to turf groundcover or understory landscaping. Internal parking lot islands shall not be paved.

CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

FIGURE 9-5 (b): Parking Lot Internal Island



## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

- d. Entrances and Exits
  1. Adequate access to each parking facility shall be provided by means of clearly defined and limited driveways or access points. Such driveways shall be designed to direct nonresidential traffic away from residential areas.
  2. Parking facilities other than driveways for single-family, duplex, two-family, or mobile home residential uses must permit vehicles to enter streets in a forward position.
  3. Minimum width of access driveways and main aisle shall be 26-feet with minimum radii of 20-feet on each side.
- e. Safety Features
  1. Parking facilities shall be designed to provide visibility of and between pedestrians and vehicles when circulating within or entering or leaving the facility; and shall not create blind, hidden, or hazardous areas.
  2. Circulation patterns shall be approved by the Building Official.
- f. Adjustment

For uses subject to Special Use Permit approval, the City Council, with the recommendation of the Planning Commission, may adjust the minimum requirements of this section, in order to provide design, usability, attractiveness, or protection to adjoining uses in a manner equal to or greater than the minimum requirements of this Article.

### **9-6 Off-Street Loading**

- a. Loading Requirement

Any use which involves the receipt or distribution of freight, merchandise, supplies, vehicles, or equipment as part of its typical operation shall provide and maintain adequate space for off-street loading and circulation. Loading dock areas shall be designed to avoid undue interference with the public use of streets and sidewalks.
- b. Design Standards
  1. Each loading dock space shall be at least 10 feet wide by 50 feet long, with a vertical clearance of at least 14 feet.
  2. Loading dock spaces and access to those spaces, must be entirely paved with concrete or asphalt.
  3. Off-street loading areas are subject to the landscaping and buffering requirements for parking facilities set forth in this Article.
  4. Loading docks which will catch water, by design, must provide a positive gravity flow drain or pumping system to the storm sewer system or stormwater treatment facility. The collection point in the loading dock must include a sand and oil separator.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### **9-7 Parking for Personal and Recreational Vehicles**

#### a. Applicability

This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include passenger cars, vans, pick-up trucks, camper trailers, recreational vehicles, trailers under forty feet in length, and boats.

#### b. Location of Parking

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
2. Parking is permitted outside of an enclosed structure subject to Article 9 of the Columbus Land Development Ordinance, the following conditions and in compliance with the City Code:
  - (a) The parking space is provided on a paved, hard-surfaced or crushed aggregate surfaced driveway or paved pad adjacent to the driveway, any portion of the access or driveway in public right-of-way must be concrete or asphalt paved;
  - (b) The vehicle is parked perpendicular to the front curb;
  - (c) The vehicle does not encroach on public right-of-way.

#### c. Special Provisions for Recreational Vehicles

Parking and storage of recreational vehicles, campers, trailers, and boats is subject to the following additional conditions:

1. The vehicle is maintained in a clean, well-kept state;
2. The vehicle may be used only by non-paying guests for a maximum of three consecutive days or fourteen days during any calendar year;
3. The vehicle may not be permanently connected to utility lines;
4. The vehicle may not be used for the storage of goods, materials, or equipment other than those items that pertain to the use of the vehicle.
5. The length of the vehicle shall not exceed twenty feet if the vehicle is parked or stored in a required front yard or street side yard. Longer vehicles may be parked or stored within rear yards or interior side yards behind the required front yard setback

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10 ARTICLE TEN: SIGN REGULATIONS**

#### **10-1 Purpose and Intent**

It is the purpose and intent of Article 10 to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards. The sign regulations in this Chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics, traffic and pedestrian safety. In order to preserve and promote the City of Columbus as a desirable community in which to live visit, work, and play and do business, a pleasing, visually attractive and safe environment is of foremost importance. Further, it continues to be the purpose of Article 10 to promote optimum conditions for serving sign owners' needs and respecting their rights to identification while balancing the aesthetic and safety interests of the community. The regulation of signs within the City of Columbus and its zoning jurisdiction is necessary and in the public interest, and these regulations have been prepared with the intent of enhancing the visual environment of the City and promoting its continued well-being, and are intended more specifically to:

- a. Provide for the registration of permanent sign installers, construction and design standards for permanent signs, and permit requirement for permanent signs and applicable temporary signs.
- b. Accommodate the rights of individuals to freedom of speech, promote equity among businesses and other typical sign users, and enable the fair and consistent enforcement of sign standards;
- c. Recognize the legitimate signage needs of businesses and other interests to communicate messages provide identification, and enable wayfinding throughout the City for tourists and residents;
- d. Ensure that signage contributes to the maintenance of an aesthetically pleasing visual environment by exercising reasonable regulations over type, size, number, appearance, and location;
- e. Protect property values by minimizing the possible adverse effects of signs on nearby public and private property;
- f. Promote public safety and general welfare by ensuring that signs are properly constructed and maintained to protect the general public from property damage and personal injury;
- g. Facilitate traffic flow and safety of pedestrians, bicyclists, and motorists through enforcement of sight lines and other appropriate sign placement regulations; and
- h. Preserve and promote retention of local businesses and further the economic development goals of the City.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-2 Applicability, Interpretation, Serviceability, and Non-Commercial Speech Substitution**

- a. **Applicability:** Each sign or part of a sign erected within the zoning jurisdiction of the City of Columbus must comply with the provisions of this chapter, other relevant provisions of the City of Columbus' Municipal Code, and applicable building codes. The regulations in this article are applicable to all signs in the City's jurisdiction, except as noted in Article 10-5. B, unless otherwise stated.
- b. **Interpretation:** The City shall interpret and apply the sign regulations of Article 10 of the Columbus Land Development Ordinances (CLDO).
- c. **Severability and Non-Commercial Speech Substitution:** Any provision of the sign standards that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral and treats expressive speech either the same as or less restrictive than commercial speech. Any provision of the sign standards that is found to be an unconstitutional limitation on freedom of speech by any court shall be severed from the sign standards in a manner that preserves the standards and protects freedom of speech.

### **10-3 Definition of Terms**

The following definitions shall be used for terms contained in this Article. Terms not defined in this section may be defined in other areas of City Code.

- a. **Sign:** Any device, fixture, placard or structure, including its component parts, which draws attention to an object, product, place, activity, opinion, person, institution, organization, or place of business, or which identifies or promotes the interests of any person and which may be viewed from the private property of another or from any public street, road, highway, right-of-way or parking area (collectively referred to as a "public area"). For the purposes of these regulations, the term "sign" shall include all structural members. The term "sign" for regulatory purposes shall not include the following objects: Grave yard and cemetery markers, vending machines, express mail and donation drop-off boxes, drive-thru menu boards, seasonal decorations visible, a building's architectural features visible, or a manufacturer's or seller's markings on machinery or equipment visible.
- b. Sign Related Terms:
  1. **Architectural Detail/Feature/Element:** Prominent or significant parts or elements of a building or structure including but not limited to; cornices, belt courses, lintels, sills, pediments, columns or pilasters, rustications, or base courses.
  2. **Auxiliary Design Elements:** Terms which describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.
  3. **Awning:** An architectural projection that provides weather protection, identity, or decoration and is partially or wholly supported by the building to which it is attached. An awning is typically comprised of a lightweight frame structure over which a covering is attached.
  4. **Background Panel:** An area distinctively painted, textured, or constructed as a background for the sign copy or a distinctive background area which is used to

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

differentiate such sign copy from where the sign is mounted, affixed, or painted in a different color, material, etc. from the structure it's attached.

5. **Balloon**: Any lighter than air, gas filled inflatable object attached by a tether to a fixed place or mounted on the ground or a building.
6. **Cabinet**: A sign structure comprised of a frame and a sign face or faces. Though a cabinet sign may include electrical components or support structure, the cabinet refers only to the frame housing the sign face.
7. **Canopy**: A permanent structure of rigid construction which a covering is attached that provides weather protection, identity, or decoration. A canopy is structurally independent.
8. **Clearance**: The distance between grade and the bottom edge of a sign.
9. **Commercial Building, Multiple Tenant**: A commercial building with two (2) or more separate tenants having individual entrances and shared parking.
10. **Commercial Center**: A group or cluster of retail shops, offices, or employment buildings which share common parking, landscaping, and/or frontage, and may have a property owners association and have a name which is generally understood by the public to refer to the group or cluster.
11. **Frontage**: The length of a property line of any one (1) premise abutting and parallel to a public street, private way, or court.
12. **Illumination**: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
  - a. **Direct Illumination**: An external source of illumination that is not part of or attached to a sign, which directly illuminates the sign.
  - b. **Indirect Illumination**: A source of illumination, not directly visible, which lights only the background upon which the sign or individual letter is mounted.
  - c. **Internal Illumination**: A light source entirely within a sign where the source of the illumination is not directly visible.
  - d. **Neon Illumination**: Any illumination effects using neon or any other inert gas under low pressure, which glows in a distinctive color when exposed to a high voltage electrical current.
13. **Individual Letters**: A cutout or etched letter or logo which is individually placed on a wall or freestanding sign.
14. **Logo**: A graphic symbol representing an activity, use, or business. Logos are registered trademarks or symbols commonly used by a business and may include lettering in addition to graphic designs.
15. **Master Sign Plan**: A set of sign design standards established for a multi-tenant building, non-residential complexes with multiple buildings, multi-family building complexes, hospitals, or large-scale mixed-use developments.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

16. Marquee: A permanent roofed structure attached to and supported by a building and typically extends over public right-of-way.
  17. Pan-Channel Letter: An individual three-dimensional letter constructed by means of a three-sided metal channel.
  18. Permitted Sign Budget: The permitted square feet of sign area allowed for signage on a premise.
  19. Premises: A tract of one (1) or more lots or sites which are contiguous and under common ownership or control.
  20. Raceway: A structure used for wall-mounted signage with individual letters or characters, located upon the exterior wall surface between the wall and the letters or sign characters. Raceways contain wiring, conduit, transformers, and other electrical components.
  21. Sign Copy: Any combination of letter or numbers which is intended to inform, direct, or otherwise transmit information.
  22. Sign Face: The area of a sign on which words and images are placed.
  23. Sign Structure: The structural supports, monument base, foundation, uprights, braces, guides, anchors, and framework of a sign.
  24. Vision Clearance Triangle: The vision clearance triangle is described in Figure 7-2. For all intersections and intersections of arterial streets.
- c. Sign types:
1. Abandoned sign: A sign, including sign face and supporting structure, which refers to a discontinued business, profession, commodity, service, or other activity or use formerly occupying the site; or which contains no sign copy on all sign faces for a continuous period of 6 months.
  2. Attached Sign: A sign which is structurally connected to a building or depends upon that building for support.
  3. Awning Sign: A sign painted, installed, attached, or otherwise applied to or located directly on an awning.
  4. Banner Sign: A temporary sign composed of cloth, canvas, plastic, fabric, or similar lightweight, non-rigid material that is attached to a structure, building, or fence with cord, rope, cable, or similar method. Detached banner signs are defined as Freestanding Yard Signs.
  5. Balloon Sign: A sign supported by a balloon.
  6. Billboard: See Outdoor Advertising Signs.
  7. Blade Sign: A portable, stand-alone sign comprised of light fabric that moves with the wind and is supported by a pole structure and a base.
  8. Blinking Sign: See Flashing Sign.
  9. Building Marker: See Integral Sign.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

10. Business Identification Sign: A sign which pertain to the business, service, and/or retail uses and may also include multi-tenant residential uses and other information relative to the conduct of the use located on the premises.
11. Commercial Center Identification Sign: A sign which identifies the name of a commercial center or commercial building with multiple tenants in single ownership or control, sharing parking and access.
12. Canopy Sign: A sign painted, installed, attached, or otherwise applied to or located directly on a canopy.
13. Changing Message Sign: A sign designed to permit change of copy manually.
14. Detached Sign: A sign which is self-supporting and structurally independent from any building.
15. Directory Sign: A sign showing the locations of tenants in a multi-tenant commercial, office, or employment complex, or tenants in a multi-family residential project.
16. Double-Faced Sign: A sign consisting of no more than two (2) parallel or near parallel faces supported by a single structure. The angle created by the two (2) faces of a double-faced sign shall not exceed fifteen (15) degrees.
17. Drive-Through Lane Sign: A sign oriented to occupants of vehicles utilizing a drive-through lane at an establishment that offers transactions through a window, with or without ordering capability.
18. Electronic Information Signs: On-Premise signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics. Information may include news, events, or information about businesses or attractions.
19. Electronic Changeable Message Sign (ECMS): An Outdoor Advertising Sign that changes the message, advertisement, or copy on the sign face by electronic or mechanical device or process, either automated or remote, regardless of the process used.
20. Flag Sign: Signs which are emblazoned on a flag, with non-commercial emblems or insignias and are intended to be displayed in a free-flowing manner.
21. Flashing Sign: Any illuminated sign, on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign.
22. Freestanding Yard Sign: Any temporary detached sign placed on the ground or attached to a supporting structure, posts, or poles, that is not attached to any building and not placed on sidewalks, driveways, or parking lots.
23. Ground Sign: A detached on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance no greater than three (3) feet.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

24. Handheld Sign: A sign carried by persons, which may include persons dressed in costume, for the purpose of advertising a business, service, product, event, or activity.
25. Historic Marker: A marker commemorating a recognized historic person or event, or identifying a historic place, structure, or object.
26. Inflatable Sign: A sign that is an air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or a structure, and equipped with a portable blower motor that provides a constant flow of air into the device. Inflatable signs are restrained, attached, or held in place by a cord, rope, cable, or similar method. May also be referred to as Air-Activated Sign.
27. Integral Sign: A sign which includes the name of a building, date of erection, monumental citation, commemorative tablet, or other similar sign when carved into stone, concrete, or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.
28. Marquee Sign: A sign painted, installed, attached or otherwise applied to or located directly on a Marquee.
29. Monument Sign: An on-premise freestanding sign with the appearance of a solid base.
30. Moving Sign: A sign designed or made to move freely in the wind or designed or made to move by an electrical or mechanical device.
31. Mural-Advertising: See Painted Wall Sign.
32. Nonconforming Sign: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
33. Numeric Display Signs: On premise signs which display numeric information only. Typical examples include time and temperature displays and fuel price displays. The numeric information may be changed electronically or manually.
34. Obsolete Sign: Sign that advertises an activity, business, product or service no longer conducted on the premises on which the sign is located.
35. Off-Premise Sign: A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.
36. On-Premise Sign: A sign that advertises or otherwise directs attention to a business, person, organization, activity, event, place, service, or product that occurs on the same parcel where the sign is located.
37. Outdoor Advertising Signs: A panel for the display of information relating to a business, product, event, or other subject of advertising or publicity. Outdoor advertising signs may advertise on premise or off-premise businesses or products, also referred to as a Billboard.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

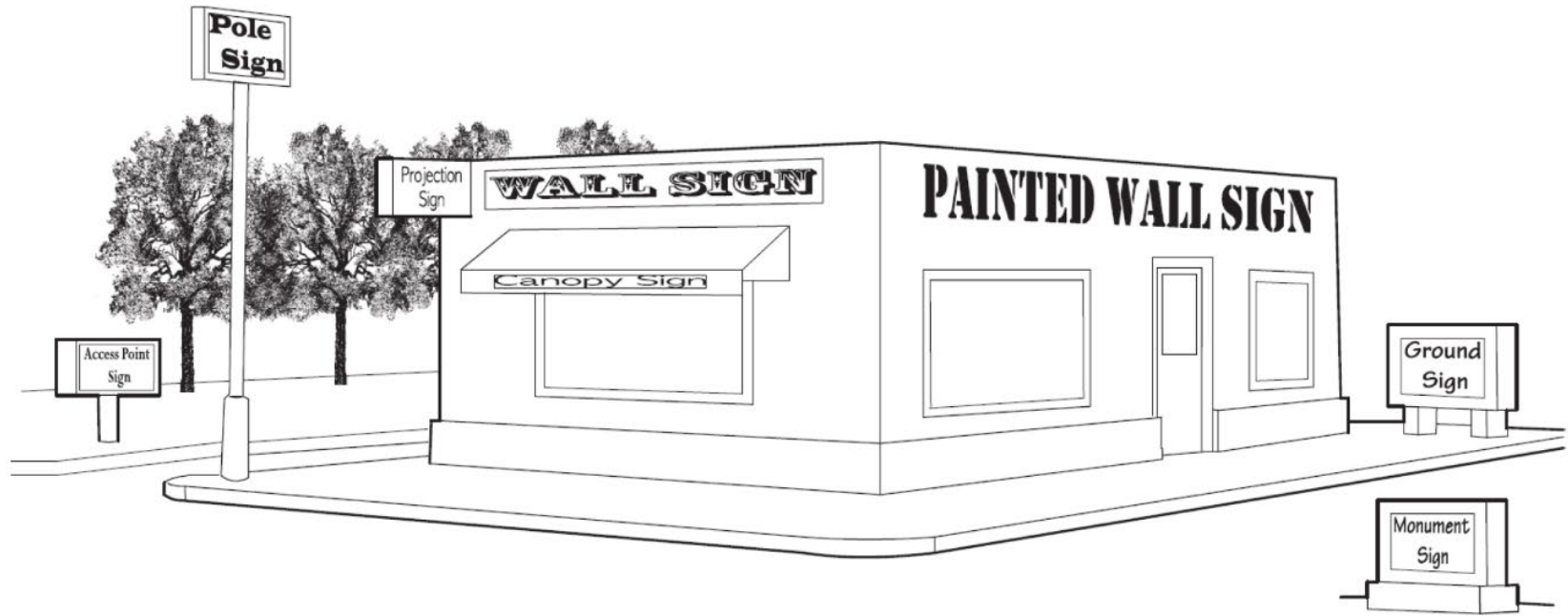
38. Painted Wall Sign: A sign painted directly onto the exterior wall of a building containing a logo, business name, or advertisement. May also be referred to as a Mural-Advertising.
39. Permanent Sign. A sign constructed of durable materials, attached to the ground or a building in a manner provided by the building code.
40. Pole Sign: An on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance greater than three (3) feet.
41. Portable Sign: A sign not permanently attached to, mounted upon, or affixed to a building, structure, or the ground, and which is easily moved. Examples include A-Frame Signs, T-Frame Signs, and signs on wheels. Portable Sign does not include a Temporary Sign carried by a person or animal.
42. Portable Message Center Sign: A sign not permanently affixed to the ground, building, or other structure, which may be moved from place to place, including, but not limited to, signs designed to be transported by means of wheels. Such signs may include changeable copy.
43. Projecting Sign: A sign other than a wall sign that is attached to and projects from a building face.
44. Public Sign: A sign of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his/her public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, and other similar signs, including signs designating hospitals, libraries, schools, and other institutions or places of public interest or concern. This includes all signs erected by the City for government purposes.
45. Roof Sign: Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.
  - (a) Integral Roof Sign: A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
  - (b) Above-Peak Roof Sign: A roof sign positioned above the peak of a roof or above a parapet or cornice.
46. Rotating Sign: A sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.
47. Sidewalk Sign: A portable, stand-alone sign comprised of panel(s) or face(s) that act as a frame or stand on a base. May also be referred to as Sandwich Board Sign, A-Frame Sign, or T-Frame sign.
48. Snipe Sign: A sign made of any material when such sign is tacked, taped, nailed, posted, pasted, glued, or otherwise attached to or placed on public property or in the public right-of-way such as, but not limited to, a utility pole, street sign, utility box, fire hydrant, tree, street furniture, or items located on public property; except for A-frame and T-frame signs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

49. Street Pole Banner Sign: A display containing changeable copy which is mounted from brackets perpendicular to a street light pole or other freestanding armature structure.
50. Temporary Signs: Any sign constructed of cloth, canvas, fabric, plywood, or other light materials and intended for display for a short period of time.
51. Traffic Control Device Sign: Any Government Sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those Government Signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).
52. Unlawful Vehicle Sign: A sign which covers more than twenty (20) square feet of the vehicle and/or equipment which identifies a business, products, or services, and which is attached to, mounted, pasted, painted, or drawn on a motorized vehicle or piece of equipment, and is parked and visible from the public right-of-way; unless said vehicle or piece of equipment is used for transporting people or materials in the normal day-to-day operation of the business.
53. Wall Sign: A sign permanently fastened to a wall or parapet of a building or structure in such a manner that the wall or vertical surface of the structure is the supporting structure. For a sign that is painted on a wall, see Painted Wall Sign.
54. Window Sign: A sign applied or attached to a window or visible through a window from the public right-of-way. Window Signs do not include merchandise in a window display.

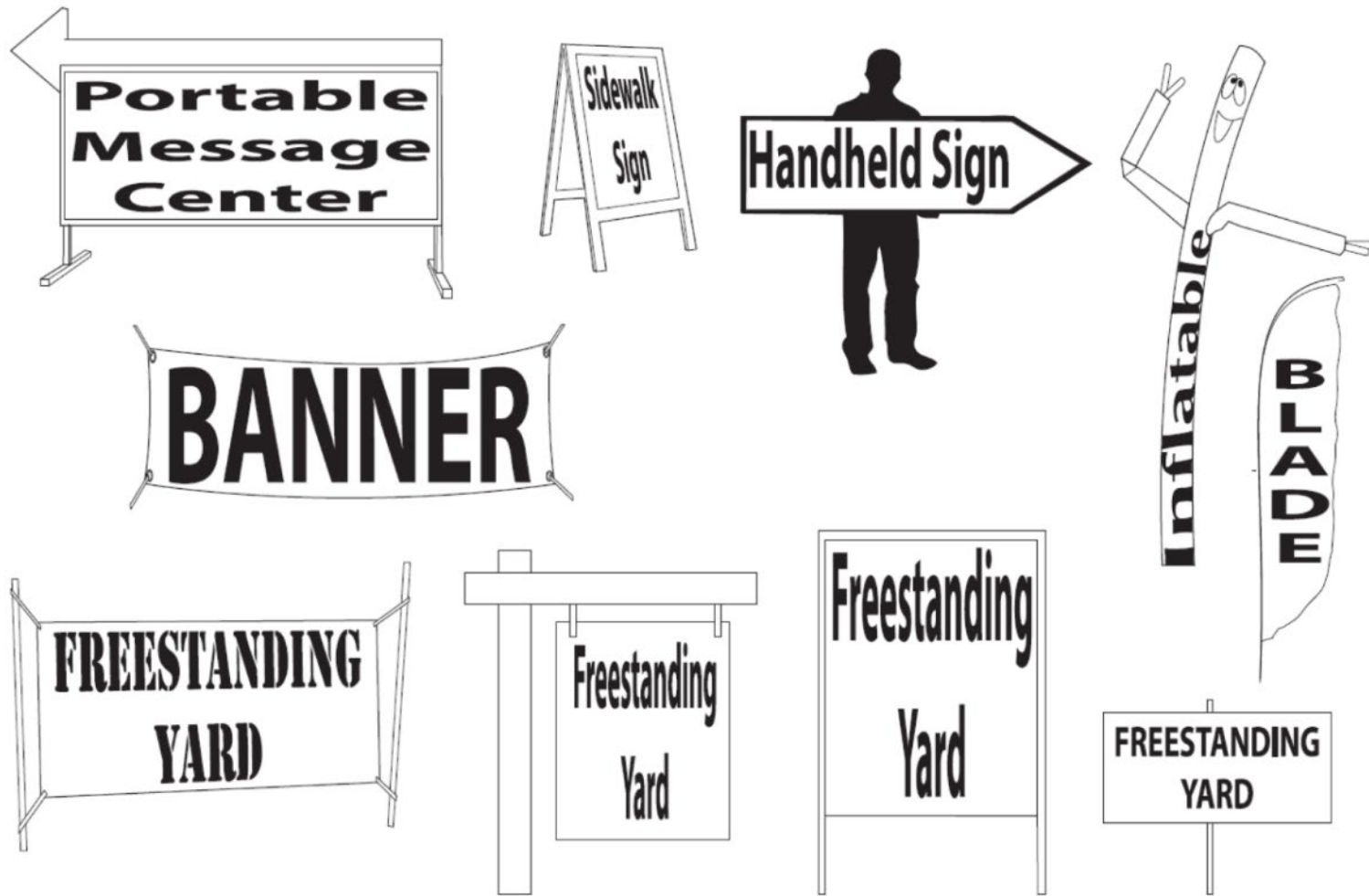
## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

**Figure 10-3 (a): Permanent Signs Example**



CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

Figure 10-3 (b): Temporary Signs Example



## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-4 General Sign Regulations**

Construction, Permits, Clearances and Projections, Inspections, Maintenance, Fees, Violations, and Enforcement. All signs shall be erected, reinstalled, altered, repaired, relocated, permitted, and inspected in compliance with this Article.

- a. Permanent Sign; Registration of Installers: No person, firm, or corporation shall engage in the business of installing, altering, repairing, or removing any sign within the corporate limits of the City, unless he/she is registered as Contractor with the City.
- b. Revocation of Registration; Sign Installers:
  1. The City Council, by a majority vote, shall have the power to revoke the registration of any sign installer pursuant to this article, upon recommendation of the Building Official, if such registration was fraudulent, or if the sign installer is shown to be grossly incompetent or has twice, within a 12-month period, been found in violation of any provisions of this article. This penalty shall be cumulative and in addition to any and all penalties prescribed for the violation of the provisions of this article.
  2. Before registration can be revoked, notice shall be issued in writing enumerating the charges against him/her, and he/she shall be entitled to a hearing before the City Council, by appealing in writing no later than five (5) business days from the date of receipt of the notice. The registrant shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All such testimony before the City Council shall be given under oath. The City Council shall have the power to administer oath, issue subpoenas, and compel the attendance of witnesses in such cases.
- c. Certificate of Insurance  
Every person applying for registration as a Registered Sign Installer shall present evidence to the Building Official that he/she has an insurance policy providing:
  1. Worker's compensation insurance.
  2. Minimum public liability and property damage insurance for the general public in the amounts of: one million dollars (\$1,000,000.00) for each person, one million dollars (\$1,000,000.00) each accident, and one hundred thousand dollars (\$100,000.00) property damage, executed by an insurance company authorized to do business in the State of Nebraska and acceptable to the City.
  3. The City of Columbus shall be named a Certificate Holder, on the above liability and property damage insurance.
  4. A thirty (3) day written notice shall be given to the Building Official in the event of expiration or of proposed cancellation of the insurance policy.
- d. Permit Procedures
  1. Applicability. A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all applicable signs and/or sign parts within corporate limits of the City or the extra-territorial jurisdiction conforming to this title. A change of sign copy within an unaltered cabinet or on an unaltered outdoor advertising sign is exempt from requiring a permit.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Plans Submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign, the reuse of existing elements, and its installation by a Nebraska registered professional engineer or architect with specialization in structures.
  3. Incomplete Applications. In the event insufficient information is received to issue a permit, the Community Development Department will request the balance of required information. If no response is received within thirty (30) calendar days of the request, said application will become null and void and information will no longer be kept on file. Any fees paid will be forfeited by applicant.
  4. Expiration. If the work authorized by a permit issued under the provisions of the Community Development Department has not been completed within six (6) months after the date of issuance, the permit shall become null and void.
  5. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this Code section, may appeal such decision to the Board of Adjustment.
  6. Application Fees. Fees as prescribed in this article are set forth in the City of Columbus Comprehensive Fee Schedule.
    - (a) Where work, for which a permit is required, for this article, is started prior to obtaining the prescribed permit, the fee specified in the City of Columbus Comprehensive Fee Schedule shall be doubled. The payment of such double fees shall not relieve any person from fully complying with the requirements of this article in the execution of the work or from any other penalties prescribed herein.
    - (b) A separate electrical permit is required for the hook-up of an electric sign. Fees are set forth in the City of Columbus Comprehensive Fee Schedule.
- e. Design Standards
1. Design; General Requirements. Signs shall be designed and constructed to comply with the provisions of the City of Columbus code for use of materials, loads, and stresses.
  2. Design; Drawings and Specifications. Where a permit is required, as provided in the adopted edition of the International Building Code, construction documents shall be required. These documents shall show the location, dimensions, materials, and required details of construction, including loads, stresses, and anchors
- Design; Clearances and Projections. All signs must maintain the following clearances and projections as well as any clearances and projections outlined in this Article.
- (a) Clearances: The lowest point of a sign must maintain the following minimum vertical clearances, unless otherwise stated in this Article:
    - (1) Seven (7) feet, six (6) inches over sidewalks;
    - (2) Fifteen (15) feet over parking lots;
    - (3) Eighteen (18) feet over driveways.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

(b) Projections: The projection regulation below shall stand, unless otherwise stated in this Article

(1) No sign or sign structure shall project into any street right-of-way.

(2) No sign or sign structure shall project into any public alley right-of-way.

3. Design; Wind Load. Signs and sign structures shall be designed and constructed to resist wind forces as specified in the City adopted edition of the International Building Code.
4. Design; Seismic Loads. Signs and sign structures shall be designed and constructed to resist seismic forces as specified in the City adopted edition of the International Building Code.
5. Design; Working Stresses. In outdoor signs, the allowable working stresses shall conform to the requirements in the City adopted edition of the International Building Code. The working stresses of wire rope and its fastenings shall not exceed twenty-five percent (25%) of the ultimate strength of the rope or fasteners.

Exceptions:

(a) The working strength of chains, cables, guys, or steel rods shall not exceed one-fifth ( $\frac{1}{5}$ ) of the ultimate strength of such chains, cables, guys, or steel.

6. Design; Footing Design and Loading. The footing design and/or loading of signs shall be certified by an architect or engineer registered in the State of Nebraska with specialization in structures.
7. Design; Identification. Every sign and awning erected in the City shall be plainly marked with the name of the person/company erecting such sign or awning, including the permit number under which it was erected. Every electric sign and awning shall have plainly marked thereon the voltage, amperage, rating, and the name of the person/company manufacturing such sign or awning. It shall be unlawful for any person to remove from any sign or awning the identification tag. However, whenever a sign or awning company assumes the maintenance of a sign or awning erected by another, he/she shall place his/her identification thereon. The identification tag shall be maintained so it is legible at all times.

### f. Construction Standards

1. Construction; General. A sign shall not be erected in a manner that would confuse or obstruct the view of or interfere with building exit signs, required by the International Building Code, or with official traffic signs, signals, or devices.

Signs shall not be erected, constructed, or maintained so as to obstruct any fire escape or any window, door, or other opening used as a means of egress, or so as to prevent free passage from one part of a roof to other part thereof. A sign shall not be attached in any way, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

The supports for all signs or sign structures shall be placed in or upon private property and shall be securely built, constructed and erected in conformance with the requirements of this Code.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Construction; Materials. Materials of construction for signs and sign structures shall be of the quality and grade as specified for buildings in the City adopted edition of the International Building Code.

(a) Awnings and Canopies: Shall comply with the requirements of the City adopted International Building Code.

3. Construction; Anchorage. Members supporting unbraced signs shall be so proportioned that the bearing loads imposed on the soil in either direction, horizontal or vertical, shall not exceed the safe values. Braced ground signs shall be anchored to resist the specified wind or seismic load acting in any direction. Anchors and supports shall be designed for safe bearing loads on the soil and for an effective resistance to pullout amounting to a force twenty-five percent (25%) greater than the required resistance to overturning. Anchors and supports shall penetrate to a depth below ground greater than that of the frost line.

Signs attached to masonry, concrete or steel shall be safely and securely fastened thereto by means of metal anchors, bolts, or approved expansion screws of sufficient size and anchorage to safely support the loads applied.

No wooden blocks, plugs, or anchors used in connection with screws or nails shall be considered proper anchorage, except in the case of signs attached to wood framing.

No anchor or support of any sign shall be connected to, or supported by, an unbraced parapet wall, unless such wall is designed in accordance with the requirements of parapet walls, specified for seismic zones as defined in the City adopted edition of the International Building Code.

4. Construction; Display Surfaces. Display surfaces in all types of signs may be made of metal, glass, approved plastics, or wood where permitted elsewhere by this article. Glass thickness and area limitations shall be as set forth in Table 10-1.

Sections of approved plastics on wall signs shall not exceed two hundred twenty-five (225) square feet in area.

Exceptions:

(a) Section of approved plastics on signs other than wall signs may be of unlimited area if approved by the Building Official.

(b) Section of approved plastics on wall signs shall be separated three (3) feet laterally and six (6) feet vertically by the required exterior wall construction.

(1) Sections of approved plastics on signs other than wall signs may be contiguous if approved by the Building Official.

5. Construction; Approved Plastics. Notwithstanding any other provisions of this Code, plastics that burn at a rate not faster than two and a half (2 ½) inches per minute when tested in accordance with ASTM D635 shall be approved for use as the display surface material and for the letters, decorations, and facings on signs and outdoor display structures. Signs erected within five (5) feet of an exterior wall in which there are openings shall be constructed of noncombustible material.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

- 6. Construction; Electrical. Clearance from overhead power lines. When installed, signs shall maintain clearance from overhead power lines as follows:
  - (a) Less than seventy hundred fifty (750) volts: Seven (7) feet horizontally and vertically
  - (b) Over seven hundred fifty (750) volts: Ten (10) feet horizontally and vertically

The term "overhead conductors" as used in this article means any electrical conductor, bare or insulated, installed above the ground, except such conductors as are enclosed in iron pipe or other material covering of equal strength.
- 7. Construction; Illumination. A sign shall not be illuminated by means other than electrical and electrical devices and wiring shall be installed in accordance with the requirements of NFPA 70. An open spark or flame shall not be used for display purposes unless specifically approved.
 

Signs that require electrical service shall comply with NFPA 70. Every electric sign installed in the City shall bear the label of an approved testing agency and shall meet the applicable articles of the National Electric Code as adopted by the City.
- 8. Construction; Inspection. All ground, monument, and pole signs must have a footing inspection approved prior to the placement of the footing and foundation materials. The City requires property lines to be clearly marked at the time of footing inspection, by identified corner pins with string line or survey markers. All signs must have a footing inspection approved by the Community Development Department. It shall be the responsibility of the permit holder to call for these required inspections.

**Table 10-1: Maximum Size of Exposed Glass Panel**

<b>Any Dimension (in)</b>	<b>Area (in<sup>2</sup>)</b>	<b>Minimum Thickness of Glass (in)</b>	<b>Type of Glass</b>
30	500	1/8	Plain, plate, or wired
45	700	3/16	Plain, plate, or wired
144	3600	1/4	Plain, plate, or wired
Over 144	Over 3600	1/4	Wired

- g. Maintenance and Alterations
  - 1. Maintenance. Sign and sign support structures, together with their braces, guys, supports and anchor, shall be kept in repair and in proper state of preservation. The display surfaces of signs shall be kept neatly painted or posted at all times. Any sign or component thereof which is found to be defective must be repaired or replaced in accordance with the current requirements of this Code.
 

The changing of moveable parts of an approved sign that is designed for such changes, or repainting of display matter shall not be deemed an alteration.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Alterations. No such sign may be enlarged, modified, or altered in any way; however, reasonable repairs may be permitted. Alterations also include the removal and replacement of the sign housing, cabinet, or decorative elements. Any alteration shall require a permit. A change of sign copy within an unaltered cabinet or on an unaltered outdoor advertising sign is not considered an alteration.

### h. Nonconformance

1. Nonconformance of Signs. Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this title or at the effective date of this Article, such sign shall be deemed a lawful nonconforming sign as it remains, subject to the following provisions:
  - (a) No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
  - (b) Should such a sign be destroyed by any means to an extent of sixty (60) percent or more of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Article.

### j. Violations and Enforcement

2. Violation a Public Nuisance. If any person erects, alters, relocates, or maintains a sign in violation of the provisions of the sign standards, it is declared a public nuisance, and the City Attorney is authorized to bring an action in a court of competent jurisdiction to enjoin such person from continuing the violation.
3. Violation Declared a Civil Infraction. It shall be a civil infraction for any person to violate any of the provisions of the sign standards.
4. Discontinuance of Signs. If a sign or sign structure is in disrepair to a point of over fifty percent (50%) of the sign's total replacement value, the City Manager or designee may order the structure removed, at the owner's expense.
5. Removal of Abandoned, Prohibited, and Illegal Signs by the Building Official. The Building Official shall enforce the sign standards in accordance with one or more of the following procedures:
  - (a) Administrative Enforcement.
    - (1) For any abandoned, discontinued, prohibited, or illegal sign, the Building Official or designee may send notice, via certified mail, to the record owner or occupier of the property to abate the nuisance within a reasonable time.
    - (2) The Building Official shall specify in the notice the nature of the complaint and penalties and abatement remedies for the violation. Abatement remedies shall consist of one or both of the following remedies:
      - a. Removal of the sign; or
      - b. Obtaining the required permits and bringing the sign into compliance with the sign standards.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

(b) Summary Abatement: The Building Official or designee may immediately remove any dangerous sign or sign that creates an imminent threat to public safety. The Building Official may immediately remove any prohibited sign or illegal sign that is located within the public right-of-way. Illegal signs located within the public right-of-way are hereby determined to create an imminent threat to public safety.

(c) Civil Citation: The Building Official or designee may issue or cause to be issued a civil citation or civil complaint to any person violating the provisions of the sign standards.

(1) Location.

- a. Right-of-Way. Signs are prohibited in any public right-of-way or public property, including streets, sidewalks, parks, and public facilities unless otherwise stated in this Article or approved by the City of Columbus.
- b. Ingress/Egress Clearance. No sign shall interfere with any driveway or access way or any means of ingress or egress to any building.
- c. Vision Clearance Triangle. Signs shall not be located within the vision clearance triangle as defined: No sign shall be built to a height of more than 30 inches above the established curb grade on the part of the lot within a vision clearance triangle where the street curb or edge of pavement radius is less than or equal to 20 feet. The vision clearance triangle shall be the greater clear zone area of 1) a triangle measured from the property line to a point 13 feet in each direction from the intersection along the property line or 2) a triangle measured from the extensions of the back of curb to a point 40 feet in each direction from the intersection. Where the street curb or edge of pavement is greater than 20 feet, the vision clearance triangle shall extend 10 feet from the end of the radius point along the curb or pavement edge. No sign shall be placed in such area which will materially obstruct the view of drivers approaching the street intersection at the discretion of the Building Official. See Figure 7-2(a) for a depiction of Vision Clearance measurement.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-5 Prohibited and Exempt Signs**

- a. *Prohibited Signs.* The following signs are prohibited in all zoning districts:
  1. Abandoned or Obsolete Signs, if present for a continuous period of six (6) months.
  2. Balloon Signs.
  3. Blinking Signs.
  4. Flashing Signs.
  5. Moving Signs.
  6. Off-Premise Signs on Public Property, unless approved by the City.
  7. Off-Premise Permanent Signs on Private Property. Other than Outdoor Advertising Signs, see Section 10-14 Outdoor Advertising Signs; Regulations for New Installations.
  8. Roof Signs.
  9. Signs with exposed raceways or pan-channels.
  10. Snipe or Bandit Signs.
- b. *Exempt Signs.* The following signs are exempt from regulation of Article 10. Not exempt signs shall be erected within the vision clearance triangle and must meet all other applicable building codes.
  1. City of Columbus Special Event Sign. A sign advertising a public event, providing that specific approval for the event, and associated signage, is granted by the City of Columbus.
  2. Historic Markers.
  3. Integral Signs.
  4. Public Signs.
  5. Seasonal Decorations. Signs pertaining to recognized national holidays and national observances.
  6. Signs, which are not visible from a public right-of-way, private way, court, or from a property, other than that on which the sign is installed.
  7. Signs located entirely inside the premises of a building or enclosed space, other than Window Signs.
  8. Signs on a vehicle, other than an Unlawful Vehicle Sign.
  9. Signs protected by Federal/State law.
  10. Traffic Control Device Signs.
  11. Works of graphic art painted or applied to building walls which contain no logos, advertising, or business identification messages.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-6 Method of Measurement for Regulations**

*Permitted Sign Budget.* The permitted sign budget is the square footage of the area allowed for permanent signage on the premises. The permitted sign budget is a function of the property's frontage on a street or private way. To calculate the permitted sign budget of a property, follow the instructions below:

1. Identify the zoning of the premises.
2. Measure the total street frontage as the length of a premise fronting a public or private street (excluding alleys). See Figure 10-6(a). For multiple frontage properties, the total street frontage shall be calculated as the longest street frontage, plus one-half the length of all additional street frontages.
3. Determine the Calculated Permitted Sign Budget by multiplying the total street frontage length by the zoning district multiplier found in Table 10-2.
4. Find the permitted sign budget by using the lesser of the Calculated Permitted Sign Budget or Maximum Permitted Sign Budget shown in Table 10-2. Compare the Calculated Permitted Sign Budget in step 3 to the Maximum Permitted Sign Budget for the premise's zoning district:
  - (a) If the Calculated Permitted Sign Budget, in step 3, is over the Maximum Permitted Sign Budget shown in Table 10-2 than the permitted sign budget is limited to the Maximum Permitted Sign Budget.
  - (b) If the Calculated Permitted Sign Budget, in step 3, is under the Maximum Permitted Sign Budget shown in Table 10-2 than the permitted sign budget is greater of the Calculated Permitted Sign Budget or the allowable minimum.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

**Table 10–2: Permitted Permanent Sign Budget by District**

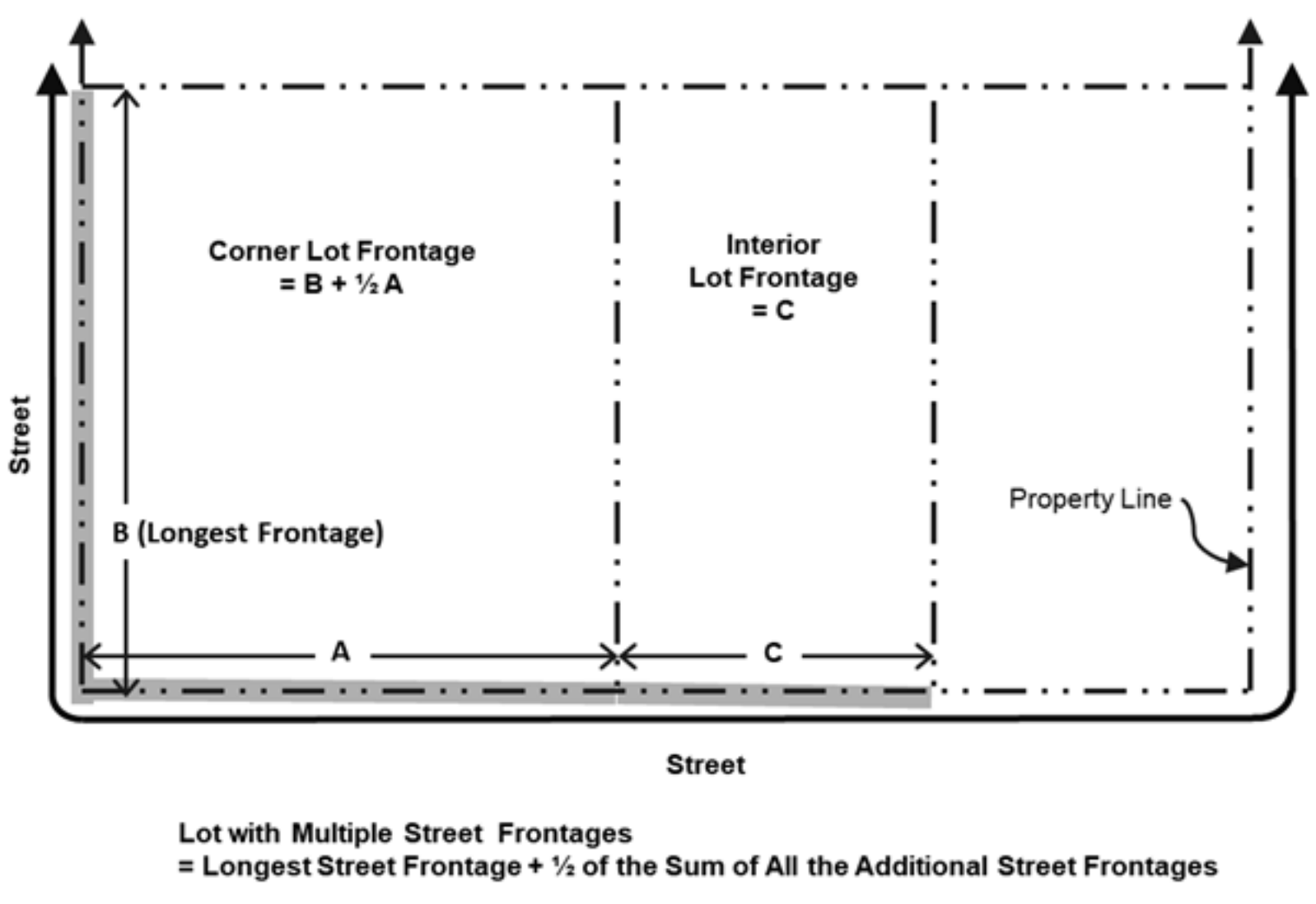
	Zoning Districts								
	AG	RR	R1, R2	R3, NTR	O, LC	UC	Downtown Business District	B1, B2	ML/C-1, MH
<b>Multiplier for Calculated Permitted Sign Budget</b>	0.5	1	1	1	0.5	0.75	1.5	1.5	2
<b>Allowable Minimum Permitted Sign Budget (sq. ft.)</b>	4 RU, 100 NRU	4 RU, 25 NRU	4 RU, 25 NRU	150	200	400	250	400	400
<b>Maximum Permitted Sign Budget (sq. ft.)</b>	4 RU, 100 NRU	4 RU, 25 NRU	4 RU, 25 NRU	150 RU, 300 NRU	400	800	500	800	800

RU: Residential Uses includes all residential uses plus permitted home based businesses and excludes multi-family and non-traditional residential use types.

NRU: Non-Residential Uses includes all non-residential uses plus multi-family and non-traditional residential use types.

CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

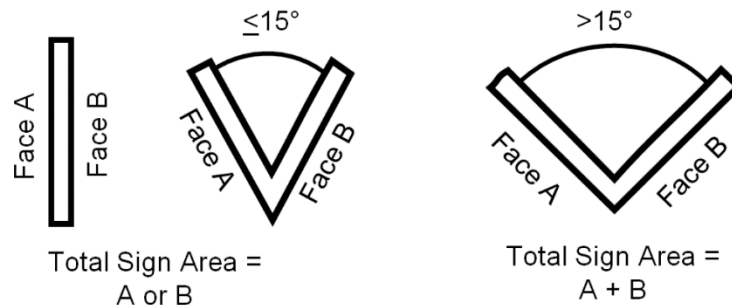
Figure 10-6 (a): Lot Frontage Determination



## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- a. *Sign Area.* Sign area is measured or calculated as follows:
1. *Wall Sign with Background Panel.* The background panel area shall be calculated by measuring the area contained within the sum of the smallest rectangles, squares, triangles, parallelograms, circles, or ellipses that comprises the background panel.
  2. *Wall Sign without Background Panel.* The area of a sign consisting of copy mounted as individual letters or graphics against a wall, fascia, or parapet of a building surface or another surface, which has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy. This area shall be measured as the sum of the smallest rectangles, squares, triangles, parallelograms, circles, or ellipses that will enclose each letter, word, graphic, or discrete visual element in the total sign.
  3. *Sign with Illuminated Background.* The area of a sign with copy mounted, affixed, or painted on an illuminated surface, illuminated element, or a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy.
  4. *Signs with Two (2) or More Faces.* Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that only one (1) face of a double-faced sign shall be considered in determining the sign area when both faces are parallel and the farthest distance between faces does not exceed four (4) feet, or when the interior angle of the sign faces does not exceed fifteen (15) degrees if the boards are in a "V". See Figure 10-6(b), below, for a graphic representation.

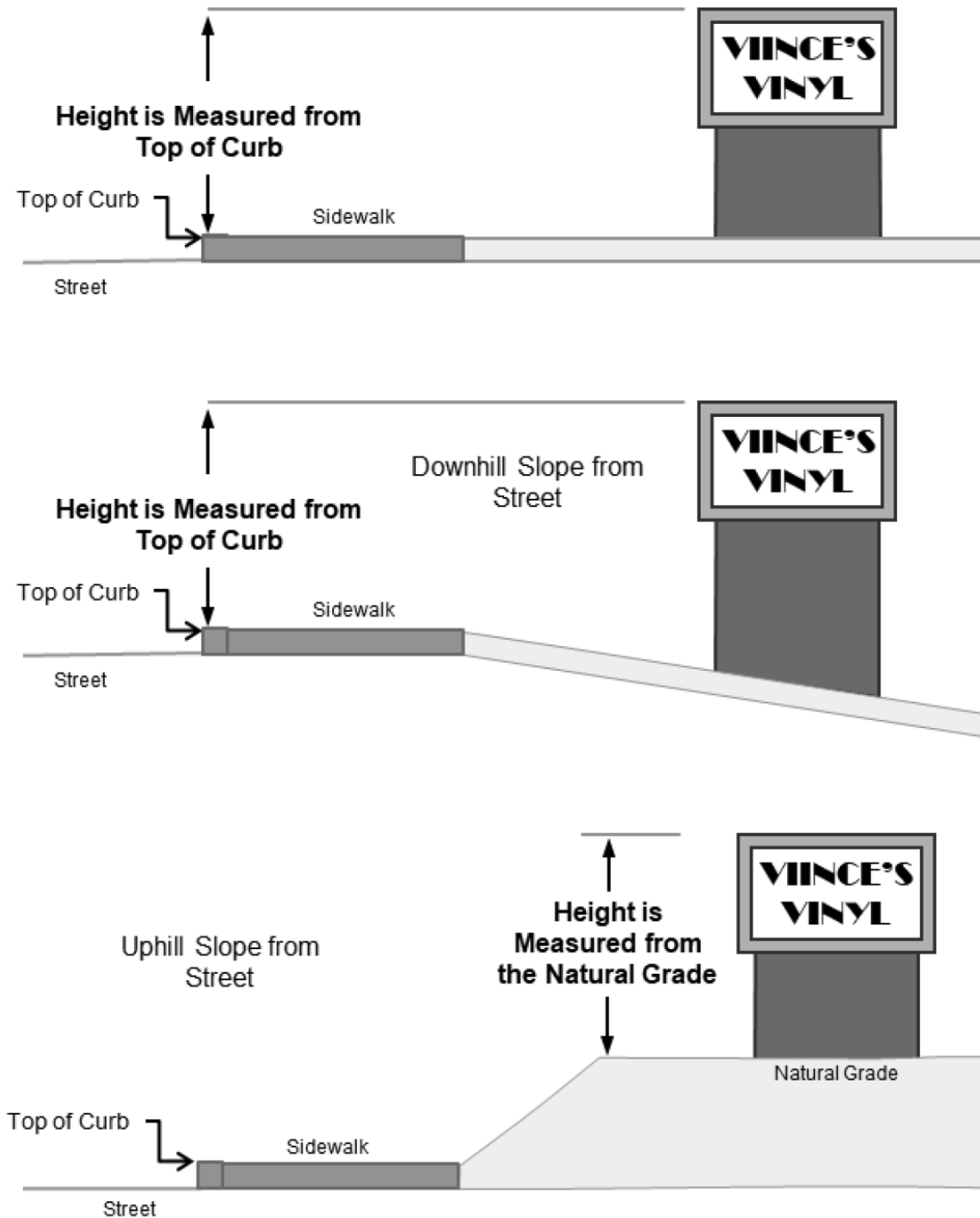
**Figure 10-6 (b): Formulas for Determining Sign Area for Signs with Two or More Faces**



- b. *Measurement of Sign Height.* The height of a detached sign shall be measured as the vertical distance from the average finished grade of the ground below the sign, excluding any filling, berming, mounding, or excavating for the purposes of increasing the height of the sign, to the top edge of the highest portion of the sign. The maximum height allowed for a detached sign is shown in Table 10-5. For the purposes of this section, average finished grade shall be considered the lower of: (a) the lowest elevation where the base of the sign meets ground level; or (b) the top of the curb of the nearest public street adjoining the property upon which the sign is erected; or (c) the grade of the land at the principal entrance to the lot on which the sign is located. See Figure 10-6(c) for Measurement of Sign Height graphic.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

**Figure 10-6 (c): Measurement of Sign Height**



- c. *Setback*. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-7 Permitted Permanent Sign Type by Zoning District

**Table 10 - 3: Permitted Permanent Signs by Type and Zoning District**

	AG	RR	R1, R2	R3, NTR	O	LC	UC	Downtown Business District	B1	B2, outside of DBD	ML/C-1, outside of DBD	MH
<b>Detached Signs</b>												
Ground	NRU	NRU	N	P	P	P	P	P	P	P	P	P
Monument	NRU	NRU	N	P	P	P	P	P	P	P	P	P
Pole	NRU	N	N	N	N	N	N	N	N	P	P	P
Billboard	N	N	N	N	N	N	N	P(A)	P(A)	P(A)	P(A)	P(A)
<b>Attached Signs</b>												
Awning	N	N	N	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	P	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	P	P	P	P	P	P	P	P
Painted Wall	N	N	N	N	N	N	N	P	P	N	N	N
Projecting	N	N	N	N	N	N	P	P	P	P	P	P
Wall	NRU	NRU	NRU	P	P	P	P	P	P	P	P	P
<b>Other Regulated Signs</b>												
Access Point	P	N	N	P	P	P	P	P	P	P	P	P
Commercial Center Identification	P	N	N	N	P	P	P	P	P	P	P	P
Electronic Information*	N	N/SP*	N/SP*	NRU	P	P	P	P	P	P	P	P
Numeric Display	N	N	N	NRU	P	P	P	P	P	P	P	P

N = Not Permitted

P = Permitted

NRU = Permitted for Non-Residential Uses includes all non-residential uses plus multi-family and non-traditional residential use types

P(A) = Permitted along expressways

SP = Special Use Permit; can only be obtained by education and religious uses

\* Electronic Information Sign requires issuance of a Special Use Permit pursuant of Section 12-3

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-8 Illumination/Lighting Sign Elements

Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway, and in accordance with the Outdoor Lighting provisions. No sign illumination shall impair vehicular or pedestrian circulation on the same premise or adjoining properties. Permitted illumination/lighting elements for signs is outlined in Table 10-4 below.

**Table 10 - 4: Permitted Permanent Signs by Type and Zoning District**

	Illumination Type											
	AG	RR	R1, R2	R3, NTR	O	LC	UC	Downtown Business District	B1	B2, outside of DBD	ML/C-1, outside of DBD	MH
Indirect	P	N	NRU	NRU	P	P	P	P	P	P	P	P
Direct	P	N	NRU	NRU	P	P	P	P	P	P	P	P
Internal	P	NRU	N	NRU	P	P	P	P	P	P	P	P
Neon	N	N	N	NRU	N	N	P	P	P	P	P	P
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare Blub	N	N	N	N	N	N	N	P	P	N	N	N

N: Not Permitted

NRU: Permitted for Non-Residential Uses includes all non-residential uses plus multi-family and mobile home park development use types.

(A/L): Permitted along arterial and local collector streets.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-9 Sign Type Supplemental Regulations: Permanent Signs**

a) *Detached Signs.* Ground, Monument, and Pole signs. Table 10-5 below regulates detached signs.

**Table 10-5: Permitted Site Development Standards for Detached Signs by Zoning Districts**

Regulation Item <i>(All Detached Signs, Except Where Noted)</i>	Zoning Districts								
	AG	RR, R-1, R-2	R-3, NTR	O	LC, UC	DBD	B-1	B-2	MLC-1, MH
<b># Permitted Per Premise</b>	1	1	1 per Street Frontage, Maximum of 2	1	1 per Street Frontage, Maximum of 2	1	1 per Street Frontage, Maximum of 2	1 per Street Frontage, Maximum of 2	1 per Street Frontage, Maximum of 2
<b>Separation of Signage Per Linear Foot of Premise Street Frontage</b>	NA	NA	1 per 150	NA	1 per 300	NA	1 per 200	1 per 300	1 per 300
<b>Maximum Sign Area per Sign (sq. ft.)</b>	32	32	32	100	150	100	150	200	200
<b>Maximum Height (ft.) Above Natural Grade</b>									
<b>Ground</b>	15	6	6	15	15	15	15	15	15
<b>Monument</b>	15	6	6	15	25	15	25	25	25
<b>Pole</b>	N	N	N	30	45	30	N	45	45
<b>Front Yard Setback (ft.)</b>	25	5	2	2	2	0	-	2	2
<b>Side Yard Setback (ft.)</b>	10	10	2	2	2	0	-	2	2

NA - Not Applicable

N - Not Permitted

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

b) *Attached Signs.* Awning, Canopy, Marquee, Painted Wall, Projecting, and Wall signs. Table 10-6, below, regulates all attached signs, unless otherwise stated in the supplemental regulations. Table 10-6 outlines the maximum size allowed for an attached sign, based on the zoning district as well as the maximum percentage of street façade coverage, per premise, for all attached signs. No premise may exceed either criterion. The street façade shall be measured, in order to determine the maximum percentage of street façade coverage.

**Table 10-6: Permitted Site Development Standards for Attached Signs by Zoning Districts**

Regulation Item	Zoning Districts							
	AG	RR R-1 R-2 R-3 NTR	O	LC UC	DBD	B-1	B-2	MLC-1 MH
<b>Maximum Size of Attached Sign (square feet)</b>	100	32	50	150	150	300	300	300
<b>Maximum % of Street Façade</b>	15%	15%	15%	20%	20%	25%	20%	25%

- c) *Awnings and Awning Signs.* Awnings and awning signs, where permitted, are subject to the following regulations:
- (a) The copy area of an awning sign shall not exceed twenty-five (25%) of the total face area of the awning. The combined area of all front-facing awning panels shall not exceed thirty-five percent (35%) of the total wall area, per side of building.
  - (b) Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven (7) feet six (6) inches above the sidewalk or grade, whichever is higher.
  - (c) Awnings may project no more than nine (9) feet from the building facade to which they are mounted and shall not extend over any area utilized by motor vehicles. Within the DBD District, an awning sign shall not be within five (5) feet of the back of curb line's vertical plane.
  - (d) Any awning extension beyond six (6) feet shall have plans stamped by a Nebraska licensed architect or professional engineer, certifying the structural integrity of the wall and associated structures to carry all imposed loads.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. *Canopy Signs.* Canopy signs, where permitted, are subject to the following regulations:
  - (a) The copy area of a canopy sign shall not exceed twenty-five (25%) of the total face area, per side of the canopy.
  - (b) All canopies and canopy signs must maintain the minimum clearances, projections, design, and construction standards outlined in the City Code.
3. *Marquees and Marquee Signs.* Marquee signs, where permitted, are subject to the following regulations:
  - (a) The maximum projection of any marquee or marquee sign shall be as follows:
    - (1) Three (3) feet over sidewalks less than twelve (12) feet wide.
    - (2) Eight (8) feet over sidewalks twelve (12) feet wide or more.
  - (b) All marquee and marquee signs must maintain the minimum clearances and projections and design and construction standards outlined in the of City Code.
4. *Projecting Signs.* Projecting signs are subject to the following general regulations.
  - (a) The maximum projection of any projecting sign shall be as follows:
    - (1) Three (3) feet over sidewalks less than twelve (12) feet wide.
    - (2) Five (5) feet over sidewalks twelve (12) feet wide or more.
  - (b) Within the DBD District, a projecting sign shall not be within five (5) feet of the back of curb line's vertical plane. Each projecting sign must maintain at least a twelve (12) foot vertical clearance over sidewalks.
  - (c) Projecting signs must minimize the visible support structure.
5. *Wall Signs and Painted Wall Signs.* Wall signs are subject to the following general regulations:
  - (a) A wall sign must be parallel to the wall to which it is attached.
  - (b) A wall sign shall not extend more than eighteen (18) inches from the wall to which it is attached.
  - (c) A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
  - (d) A wall sign may not extend beyond its building's roof line.
  - (e) A wall sign in the DBD District attached to a building on its front property line may encroach upon public right-of-way by no more than eighteen (18) inches. Such a wall sign shall provide minimum clearance of eight (8) feet, six (6) inches.
2. *Other Regulated Signs.* Access Point, Commercial Center Identification, Electronic Information, and Numeric Display signs, where permitted, are subject to the following supplemental regulations.
  1. *Access Point Signs.* Access Point Signs, where permitted, are subject to the following supplemental regulations based on the level of permission. An access point sign shall be constructed as a detached ground or monument sign type and does not count against the Permitted Sign Budget.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- (a) NRU Access Point Signs:
  - (1) Limited to one (1) sign at each on-property driveway or access point off of a public street or access road, and one (1) additional sign at any critical decision point internal to the premise.
  - (2) Shall not exceed four (4) sq ft. in maximum size and three (3) ft. in maximum height.
- (b) In R3 and NTR:
  - (1) Limited to one (1) sign denoting the entrance for a residential subdivision at each major access point off of an arterial or local collector.
  - (2) Shall not exceed thirty-two (32) sq. ft. in maximum size and four (4) ft. in maximum height.
- 2. *Commercial Center Identification Signs.* Commercial Center Identification Signs, where permitted, are subject to the following regulations:
  - (a) A Commercial Center Identification Sign shall only be a wall sign, painted wall sign, or detached sign type.
  - (b) The sign shall display no more than the name and location of the commercial center.
  - (c) Each sign shall be subject to all other regulations for attached and detached signs set forth in this Article.
- 3. *Electronic Information Signs.* Electronic Information Signs, where permitted, are subject to the following regulations:
  - (a) Electronic Information Signs shall be set back a minimum of two (2) feet from any property line.
  - (b) No more than one (1) Electronic Information Sign is permitted per premise.
  - (c) The closest point of any Electronic Information Sign shall be a minimum of one hundred (100) feet from the closest point of any residential use structure.
  - (d) No Electronic Information Sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.
  - (e) Electronic Information Signs shall be programmed in a way that no sign shall flash or blink and the image, message, or lighting pattern shall hold for a minimum of two (2) seconds, however, full animation video is allowable provided such video does not flash or blink.
  - (f) The surface/face illumination of any sign shall not exceed one thousand two hundred fifty (1,250) Nits after dusk or seven thousand five hundred (7,500) Nits during daylight hours. Such illuminated sign shall be equipped with a sensor and/or timer or other device to automatically adjust the day/night light intensity levels in accordance with the standard set herein.
  - (g) Electronic Information Signs shall be deducted from the total sign budget allowed for the premise.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

4. *Numeric Display Signs.* Numeric Display Signs, where permitted, are subject to the following regulations:
  - (a) Numeric Display Signs shall be set back a minimum of two (2) feet from any property line.
  - (b) Numeric Display Signs shall not be located within the vision clearance triangle.
  - (c) Numeric Display Signs shall be no larger than twenty-five (25) square feet in area, and if illuminated, shall not flash or blink.
  - (d) All illuminated Numeric Display Signs shall not exceed one thousand two hundred fifty (1,250) Nits after dusk or seven thousand five hundred (7,500) Nits during daylight hours. Such illuminated signs shall be equipped with a sensor and/or timer or other device to automatically adjust the day/night intensity level in accordance with the standards set herein.
  - (e) Numeric Display Signs shall be deducted from the total sign budget allowed for the premise.

### **10-10 Master Sign Plan; Permanent Signs**

- a. *Purpose.* The purpose of this section is to provide flexibility, encourage development in accordance with adopted plans and policies, and promote superior sign design and a well-organized visual environment. The Master Sign Plan process will be submitted, reviewed, and approved at an administrative level through the Community Development Department. The Master Sign Plan process was created for mixed-use, larger-scale, and/or unique developments. A Master Sign Plan may be submitted to the City for review and approval for the uses and/or developments listed below:
  1. Multiple-tenant commercial, office, employment, or multi-family residential uses.
  2. A multiple-building complex for a single commercial or employment use in a project exceeding eight (8) net acres.
  3. Stand-alone office/employment buildings exceeding one hundred thousand (100,000) square feet.
  4. Indoor or Outdoor Entertainment and Recreation uses.
  5. Hospitals.
  6. Schools.
  7. Hotels and Commercial Lodging having at least one hundred twenty-five (125) guest rooms and a full-service restaurant or conference and meeting rooms.
  8. Regional retail shopping malls.
  9. Religious assemblies exceeding one and a half (1.5) acres of total lot area.
  10. Other similar uses may request to be approved for the Master Sign Plan submission. It is the discretion of the building official to accept or deny this request.
- b. *Conditions.* Development Services Staff may attach conditions, requirements, or standards necessary to assure that the signs covered by the Master Sign Plan will not be materially detrimental to persons or property in the vicinity. In making its determination, the City shall not base any condition on the message content of a sign. Outdoor Advertising Signs shall not be included in a Master Sign Plan.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- c. *Evaluation Criteria.* Master Sign Plans shall be evaluated based on all of the following criteria:
  1. *Placement.* All signs shall be placed where they are visible and legible. Factors to be considered include its location relative to traffic movement, access points, site features, and other structures; orientation relative to viewing distances and viewing angles; spacing; and pedestrian and traffic safety considerations. Wall Signs may be approved on building walls, other than the wall of the space occupied by the tenant in commercial centers in which some tenants have little or no visibility from the street.
  2. *Quantity.* The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and way finding for safety of the occupants of vehicles and pedestrians. Factors to be considered shall be those that impact safety and land development character considerations such as the size of the development and the number of development sub-areas.
  3. *Size.* All signs shall be no larger than necessary for visibility and legibility. Factors to be considered in determining appropriate size include topography, volume and speed of traffic, viewing distances and angles, proximity to adjacent uses, and placement of display. In no event shall a Master Sign Plan contain a detached sign that exceeds the maximum height standard permitted by this Article.
  4. *Design Features and Materials.* Sign design themes and materials shall be compatible with the architecture, colors, materials of the project, and compatible with surrounding development.
  5. *Site Development Standards.* The City may not reduce any site development standard to less than fifty (50) percent of any minimum standard, nor may any site development standard be allowed to be more than one hundred fifty (150) percent of the maximum standard. For safety purposes, no sign shall be permitted to reduce the setback, or be placed within the vision clearance triangle.
  6. *Permitted Sign Budget.* An applicant may request use of the Calculated Permitted Sign Budget or Maximum Permitted Sign Budget, whichever is larger for the site.
- d. *Review of Master Sign Plan.* Applicant shall submit the completed Master Sign Plan application and submit all required documentation to the Community Development Department. All applications for a Master Sign Plan shall be considered and approved by the building official. In no event does the submittal of a Master Sign Plan guarantee an applicant's approval of all requests.
- e. *Master Sign Plan Approval.*
  1. *Action.* The City shall approve or approve with modifications and/or conditions, an application for a Master Sign Plan subject to the requirements of this Chapter and based on compliance with the Purpose and Evaluation Criteria, outlined previously in this Section. An action of the City shall be accompanied by "findings of fact", giving the reasons for the action. The City may request additional information to assist in the review process.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. *Limitations of Administrative Approval.* This Section sets the parameters of the Master Sign Plan process; anything beyond these parameters is outside the boundary for administrative review.
3. *Permitting.* After approval of a Master Sign Plan, the applicant is responsible for applying for a sign permit for each sign or group of signs.
- f. *Modifications/Amendments to Master Sign Plan.* Minor amendments to a Master Sign Plan may be approved administratively. Minor amendments include such changes which are determined to have little to no visual impact or improved visual impact and are consistent with the intent of the original approval.
- g. *Noncompliance.* The applicant shall follow the approved Master Sign Plan. Any violation or noncompliance will result in a written notification of violation or noncompliance. The applicant shall be required to bring signage into compliance, at applicant's expense within the time specified in the written notification.
- h. *Termination.* If no substantial signage development has taken place for three (3) years following approval of the Master Sign Plan, the Master Sign Plan shall be considered null and void. If a premise with an approved Master Sign Plan becomes compliant with the current standards of this Article, the property owner may request, in writing to the Community Development Department, the termination of the Master Sign Plan.

### **10-11 Permitted Temporary Sign Type By Zoning District**

- a. *General Regulations.* All temporary signs shall follow the regulations set forth in Section 10-11. Temporary signs are permitted by type and zoning district as outlined in Table 10-7, below.
  1. *Location.* For any off-premise, temporary sign, the sign owner shall have written approval from the property owner of where such sign will be located.
  2. *Maintenance.* All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this Section.
  3. *Removal.* The building official or his/her designee shall order the removal of any sign not in compliance with any provisions of this Section. If the owner of the premise on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the building official or his/her designee shall be authorized to remove the sign. Any costs associated with the removal of a sign may be assessed to the owner of the property.

**CHAPTER 1, ARTICLE 10: SIGN REGULATIONS**

**Table 10-7: Permitted Temporary Signs by Type and Zoning District**

Sign Types	Permit Required	Sign Types								
		AG	RR	R-1 R-2 R-3 NTR	O LC UC	B-1	B-2	DBD	ML/C-1	MH
<b>Banner</b>	Yes*	P	P	P	P	P	P	P	P	P
<b>Blade</b>	No	P	N	N	P	P	P	P	P	P
<b>Flag</b>	No	P	P	P	P	P	P	P	P	P
<b>Freestanding Yard</b>	Yes*	P	P	P	P	P	P	P	P	P
<b>Handheld</b>	No	N	N	N	N	P	P	P	P	P
<b>Inflatable/ Air-Activated</b>	No	N	N	N	N	P	P	P	P	P
<b>Portable Message Center</b>	Yes	P	N	N	N	P	P	P	P	P
<b>Sidewalk</b>	Yes	N	N	N	N	N	N	P	N	N
<b>Window</b>	No	P	P	P	P	P	P	P	P	P

\*Banner and Freestanding Yard Signs thirty-two (32) square feet or larger require a Sign Permit.

N - Not Permitted

P - Permitted

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-12 Sign Type Supplemental Regulations: Temporary Signs

- a. *Banner Signs.* Banner Signs, where permitted, are subject to the following supplemental regulations.
1. Banner Signs may be an on-premise sign and must comply with all applicable building codes.
  2. Banner Signs shall be attached to a street facing, vertical façade. No Banner Sign shall be attached to a roof.
  3. Non-Residential Uses: Includes all non-residential uses plus multi-family and Non-Traditional Residential use types. Number permitted, total sign area of premise, and maximum area is dependent on the street frontage of the lot as shown in Table 10-8 below.
  4. Banner Signs are allowed on a temporary-basis of no more than thirty (30) days per occurrence, with a limit of two (2) occurrences per calendar year per premise.

**Table 10-8: Permitted Banner Sign Number and Size by Street Frontage**

Street Frontage (feet)	Number Permitted	Total Sign Area of Premise (square feet)
Less than 75	2	16
75-300	2	36
Greater than 300	3	64

- b. *Blade Signs.* Blade Signs, where permitted, are subject to the following supplemental regulations.
1. Blade Signs are restricted to on-premise signage, and may be placed within the required depth of landscaping with one (1) Blade Sign allowed per fifty (50) feet of street frontage with a maximum of five (5) per premise. Lots with less than fifty (50) feet of street frontage are allowed one (1) Blade Sign. Blade Signs are allowed within the public right-of-way, only within the DBD District.
  2. Any Blade Sign must be anchored into the ground or secured in a portable based design for such function.
  3. For safety purposes, any Blade Sign must be setback a minimum of fifteen (15) feet from any overhead utilities and outside of the vision clearance triangle as defined in Figure 7-2(a).
  4. No Blade Sign shall be wider than three and a half (3.5) feet, at the widest point. No Blade Sign shall have a height higher than eighteen (18) feet. The height of a Blade Sign is measured from grade and includes the full length of the supporting pole.
  5. Blade Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- c. *Flag Signs.* Flag Signs, where permitted, are subject to the following supplemental regulations.
  - 1. All Flag Signs shall meet clearance standards found this article.
  - 2. Flag Signs, when fully extended, shall not extend into the public right-of-way.
  - 3. Any Flag Sign on a flag pole shall comply with the setback and height regulations found in Section 7-2.
- d. *Freestanding Yard Signs.* Freestanding Yard Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Freestanding Yard Signs may be an on-premise or off-premise sign and may be placed within the landscaping depth, but are not permitted in public right-of-way.
  - 2. Freestanding Yard Signs which are larger than thirty-two (32) square feet are allowed on a temporary-basis of no more than thirty (30) days per occurrence, with a limit of two (2) occurrences per calendar year per premise.
  - 3. For safety purposes, any Freestanding Yard Sign must be out of the vision clearance triangle as defined in Figure 7-2(a).

**Table 10-9: Permitted Freestanding Yard Sign Number and Size by Street Frontage**

Street Frontage (feet)	Number Permitted	Total Sign Area of Premise (square feet)	Maximum Height (feet)
<b>Less than 75</b>	2	16	6
<b>75-300</b>	3	36	8
<b>Greater than 300</b>	4	64	10

*Handheld Signs.* Handheld Signs, where permitted, are subject to the following supplemental regulations.

- 4. Handheld Signs are restricted to be on the same premise as the business, service, activity, or event that is being advertised.
- 5. Any person carrying a Handheld Sign is prohibited from obstructing the sidewalk or standing in the right-of-way.
- 6. Handheld Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
- 7. Lighting, bullhorns, amplified sounds, and mannequins are prohibited as display aspects of Handheld Sign.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- e. *Inflatable Signs/Air-Activated Signs.* Inflatable or Air-Activated Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Inflatable Signs and Air-Activated Signs are restricted to on-premise and must comply with all applicable building and electrical codes.
  - 2. For safety purposes, any Inflatable Sign or Air-Activated Sign must be fastened to the ground or a structure so that it cannot shift more than three (3) feet, horizontally, under any condition.
  - 3. The minimum setback for any Inflatable Sign or Air-Activated Sign is equal to or greater than the height of the sign, from all property lines and overhead utility lines and shall remain outside of any vision clearance triangle as defined in Figure 7-2(a).
  - 4. Maximum Height: Twenty-five (25) feet.
  - 5. Only one (1) Inflatable Sign or Air-Activated Sign shall be allowed on a premise at any time.
  - 6. Inflatable Signs and Air-Activated Signs may only be displayed during the hours of operation for the on-premise business services.
- f. *Portable Message Center Sign.* Portable Message Center Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Portable Message Center Signs are restricted to on-premise advertisement and must comply with all applicable building and electrical codes and shall be anchored securely to the ground.
  - 2. Portable Message Center Signs with any electronic message shall comply with all supplemental regulations of Electronic Information Signs, Section 10-9.
  - 3. No Portable Message Center Sign shall exceed six (6) feet in height.
  - 4. No Portable Message Center Sign shall be larger than thirty-two (32) square feet.
  - 5. Only one (1) Portable Message Center Sign shall be allowed on a premise at any time.
  - 6. Portable Message Center Signs are allowed on a temporary-basis of no more than ten (10) days per occurrence, with a limit of six (6) occurrences per calendar year per premise.
- g. *Sidewalk Signs.* Sidewalk Signs, where permitted, are subject to the following supplemental regulations.
  - 1. Sidewalk Signs are allowed in the right-of-way on sidewalk pavement, provided a minimum of six (6) feet of clearance remains for clear passage of pedestrians.
  - 2. No Sidewalk Sign shall exceed three (3) feet in height.
  - 3. No Sidewalk Sign shall exceed six (6) square feet, per side or three (3) feet in width.
  - 4. Only one (1) Sidewalk Sign is allowed per business, service, activity, or event.
  - 5. For safety reasons, no encroachments shall be made near corners of sidewalks or where crosswalks are present. This area shall be defined with a fifteen (15) foot area, beginning at the curb line at all corners or ends of blocks.
  - 6. Sidewalk Signs shall not obstruct pedestrian or handicap accessibility to buildings, emergency exits, or parking spaces.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

7. Sidewalk Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
8. No illumination is allowed for Sidewalk Signs.

### **10-13 Outdoor Advertising Signs**

- a. *Conformance Required.* No billboard sign shall be erected, placed maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all the regulations established in this article.
- b. *Maintenance.* For the purposes of this section, maintenance shall mean the routine repairing, restoring, or replacing of the sign to its constructed condition with the same type of materials used in the original sign structure and face, or to approved upgraded materials.
- c. *Required Maintenance for Nonconforming Signs.*
  1. Cleaning and painting of the structure including supports, faces trim, ladders, catwalks, railings and any other structural features and the immediate area around the sign structure.
  2. Changes in advertising messages and content including use of a vinyl overlay or wrap. If structural modifications are required to secure the vinyl overlay or wrap, a sign permit is required and said changes must be approved by the building official.
  3. Faces and trim shall be maintained, replaced or repaired as necessary. The same number of faces, or less shall be maintained and the size of any given face shall not be increased.
  4. Lighting system may be added or replaced on any billboard as long as the lighting complies with Section 8-7 of the Columbus Land Development Ordinance, requiring shielded, sharp cutoff, downcast lighting fixtures. Existing fixtures may be repaired with like equipment. Changes or additions of lighting fixtures shall require an electrical permit and said changes shall be approved by the permitting agency.
  5. Safety features including ladders, catwalks, safety cables and railings may be replaced, repaired or added. Said safety features shall be designed to conform to accepted industry standards. A sign permit shall be required if safety features are added and said changes must be approved by the building official.
- d. *Reconstruction and Modification of Existing Nonconforming Outdoor Advertising Signs.* No sign shall be reconstructed or modified except as specified in paragraph E below. The following shall constitute a substantial change to a sign and are therefore not considered maintenance or acceptable reconstruction and are herein prohibited:
  1. Any change in the location of the sign.
  2. Any increase in the size or dimension or height of the sign.
  3. The addition of additional face or faces.
  4. An increase in the number of poles supporting the structure.
  5. An increase in the height of the poles.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- e. *Modifications to Existing Nonconforming Outdoor Advertising Signs.* An existing legal or nonconforming sign may be modified or reconstructed as follows:
  - 1. The structural supports may be replaced with like materials or upgraded to steel.
  - 2. Any existing sign damaged by any cause, natural or manmade, may be replaced or repaired to original condition, or modified as stated in 1. Above, provided there is no increase in size, height, or number of faces. Nonconforming roof-mounted signs that are damaged by any cause in excess of fifty (50) percent of their replacement value shall be permanently removed.
  - 3. Message area attachment systems may be changed or updated provided the area of the message surface is not increased.
  - 4. A sign required to be moved to a new location because of a local, state or federal project requires approval of the new location by the building official and the relocated sign need not comply with all regulations in force and effect at the time the relocation is approved, except those regulations which effect safety.
- f. *Electronic Changeable Message Signs.* Electronic Changeable Message Signs, hereinafter known as ECMS, are considered outdoor advertising signs and shall be subject to the following requirements:
  - 1. For each ECMS face erected, a minimum of two (2) existing sign faces must be permanently removed.
  - 2. The proposed ECMS must be located where one of the existing structures was removed to meet the 2: 1 replacement requirement, or, if at a new location, the ECMS must meet all Code requirements pertaining to outdoor advertising signs and meet the 2: 1 replacement requirement.
  - 3. No two ECMS structures may have sign facings erected less than five thousand (5,000) feet apart measured from the center of the monopole along a line parallel with the expressway. ECMS structures may be located on either side of the highway; however, each sign must only be visible from one direction of travel and must comply with the five thousand (5,000)-foot spacing on each side.
  - 4. The ECMS sign faces shall not be more than three hundred (300) square feet in size and shall be no taller than thirty-five (35) feet.
  - 5. Each advertisement displayed must remain fixed for at least ten (10) seconds. If there is more than one (1) advertisement per face, then when any advertisement changes, the entire face shall remain fixed for at least ten (10) seconds.
  - 6. When an advertisement is changed, it must be accomplished within an interval of two (2) seconds or less.
  - 7. Each ECMS must contain a default mechanism that will freeze the sign in one position if a malfunction occurs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### **10-14 Outdoor Advertising Signs; Regulations for New Installations**

Within the total amount of sign area permitted to them, some parcels in the B-2, ML/C-1 and MH districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. For installation of new Electronic Changeable Message Signs (ECMS) refer to the regulations provided in Section 10-13 of this Article.

- a. *Location.* Eligible properties must be located within one hundred (100) feet of the right-of-way line of Highways 30 or 81.
- b. *Impact on Business Identification and Other Signage.* Utilization of this provision does not entitle any parcel to additional permitted sign area and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.
- c. *Maximum Size and Height.*
  1. The size of an outdoor advertising sign shall not exceed three hundred (300) square feet.
  2. The maximum height of such a sign shall be thirty-five (35) feet.
- d. *Separation Factors.*
  1. Where permitted along other settings, outdoor advertising signs shall be separated by one thousand (1,000) feet from any other outdoor advertising sign of any size and three hundred (300) feet from any other detached sign.
  2. Any such outdoor advertising sign shall be separated by two hundred (200) feet from any property in a residential zoning district, including RR through R-3, and NTR.
- f. *Other Standards.*
  3. New installations of stacked signs or other installations of two (2) signs facing the same direction on a single structure are prohibited. Double-faced, back-to-back signs are permitted, provided that the angle formed by the sign faces does not exceed fifteen (15) degrees.
  4. Side-by-side signs are not permitted regardless of which direction they face.

### **10-15 Additional Regulations for the Downtown Business District**

#### a. Definition and Application

These additional regulations apply to that area bounded by 10th Street and 15th Street and 21st Avenue and 32nd Avenue, all public rights-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.

#### b. Projection Signs

1. No sign other than a public service sign shall project more than 18 inches from any facade or wall of a building to which it is attached.
2. Lighted canopy signs may extend no more than 48 inches from any facade or wall of a building to which it is attached.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- c. Temporary Sign
  1. Items such as or similar to streamers, ribbons, spinners, or similar moving, fluttering, or revolving devices used for the purpose of advertising or attracting attention shall not be permitted for a period longer than 30 days.
  2. Signs pertaining to special events which refer to particular periods of time such as conventions, fairs, meetings, sales, exhibitions, and vacancy announcements shall be permitted provided that such signs shall be erected subsequent to approval by the Mayor, City Council, and Chief of Police; and that such signs shall be removed when no longer applicable in time.
- d. Public Agency Signs
  1. The provisions in this section shall not apply to the signs erected by federal, state, county, or city governmental agencies, including traffic, informational, and ornamental Christmas or other seasonal decorations.
- e. Nonconforming Signs
  1. Every sign erected before the effective date of this section shall not be replaced, expanded, enlarged, modified, or changed in any manner except in conformance with this section.
  2. Affected nonconforming signs must be removed or modified to conform to this section within 30 days after receiving written notification by the City of the violation.

# CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

## 11 ARTICLE ELEVEN: NONCONFORMING DEVELOPMENT

### 11-1 Purpose

Article Eleven shall be known as the Nonconforming Development Regulations. The purposes of these regulations are:

- (a) To allow for reasonable use of legally created lots of record which do not meet current minimum requirements for their respective zoning districts;
- (b) To provide for reasonable use of legally constructed structures which do not meet current site development regulations for their respective zoning districts;
- (c) To allow for the reasonable continuation of legally established uses which do not meet current use regulations for their respective zoning districts;
- (d) To limit the continuation and provide for the gradual replacement of nonconforming uses.

### 11-2 Regulations Additive

Regulations for nonconforming uses are in addition to regulations for nonconforming structures. In the event of a conflict, the most restrictive regulation shall apply.

### 11-3 Nonconforming Lots

#### a. Pre-Existing Lots of Record

Nonconforming lots of record existing at the time of the adoption of this chapter shall be exempt, unless otherwise provided, from the minimum lot area and lot width requirements of each zoning district. Such lots may be developed with any use allowed by the regulations for the district and must comply with all other site development regulations set forth by the Columbus Land Development Ordinance.

#### b. Reductions Due to Public Acquisition

If a portion of a legally existing lot in any district is acquired for public use, the remainder of this lot shall be considered a conforming lot.

### 11-4 Nonconforming Structures

These regulations apply to buildings and structures which were constructed legally under regulations in effect before the effective date of this Ordinance.

#### a. Continuation

A lawful nonconforming structure existing on the effective date of this Ordinance may be continued, repaired, maintained, or altered, subject to the provisions of this Article.

#### b. Additions or Enlargements to Nonconforming Structures

1. A lawful nonconforming structure may be added to or enlarged if the addition satisfies one or more of the following conditions:

- (a) The enlargement or addition, when considered independently of the existing building, complies with all applicable setback, height, off-street parking, and landscaping requirements;

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

- (b) The nonconforming building and impervious surface coverages on the site are not increased and the building, after the addition, conforms to height and off-street parking regulations applicable to its zoning district;
  - (c) The addition projects no further into a required side yard setback than the existing building; the length of the side wall of the addition is the smaller of 25 feet or 50 percent of the length of the existing nonconforming side wall; and the enlarged building complies with building and impervious coverage, front and rear yard setbacks, and height regulations applicable to its zoning district.
- 2. No permitted addition to a nonconforming structure may place a wall within ten feet of a window of an adjacent pre-existing residential structure.
- 3. Nonconforming buildings shall be limited to one addition or enlargement pursuant to these regulations.
- c. **Moving of Nonconforming Structures**

A lawful nonconforming building or structure shall not be moved in whole or in part to another location on its lot unless every part of the structure conforms to all site development regulations applicable to its zoning district.
- d. **Repair of Nonconforming Structures**

A lawful nonconforming building damaged by fire, explosion, storm, or other calamity, except flood damages, may be repaired and reconstructed provided there is no increase in the degree of nonconformity. Repair and reconstruction within the designated floodplain shall be in conformance with floodplain development regulations.
- e. **Conversion of a Conforming Building**

A conforming building shall not be changed in any way that will result in a nonconforming development.
- f. **Applicability of Landscaping and Screening Regulations**

Provided the pre-existing use continues, a pre-existing structure, building, or development shall be exempt from Section 8-1, Landscaping and Screening Regulations. However, any of the following action on or after the effective date of this Ordinance shall be subject to Section 8-1:

  - (a) Expansion of a structure, building or parking lot
  - (b) Development onto an adjacent lot

### **11-5 Nonconforming Uses**

- a. **Continuation of Nonconforming Uses**

Any nonconforming use lawfully existing on the effective date of this Ordinance may continue, subject to the limitations of this Section.
- b. **Enlargement of Nonconforming Uses**

A building or structure housing a lawful nonconforming use may not be added to or enlarged.

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

c. Abandonment of Nonconforming Use

If any structure or property used as a lawful nonconforming use becomes vacant or unused for a continuous period of six months, any subsequent use must conform to all use regulations applicable to the property's zoning district.

d. Change of Use

A lawful nonconforming use may be changed only to a use type permitted in a zoning district that is equal or less intensive than that normally required for the previous use.

e. Allowance for Repairs

Repairs and maintenance of a structure occupied by a nonconforming use may be made, provided that no structural alterations are made other than those required by law.

f. Damage or Destruction of Structures

Should a structure occupied by a lawful nonconforming use be damaged to the extent that the cost of restoration exceeds 50 percent of the assessed value of the structure, the nonconforming use shall no longer be permitted.

g. Nonconforming Uses and Conditional and Special Use Permits

A lawful pre-existing use which would require a Special Use Permit in its zoning district shall be presumed to have the appropriate Permit and shall be considered a conforming use. The use shall be subject to the regulations governing lapses or revocation of Permits, set forth in Section 12-1.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12 ARTICLE TWELVE: ADMINISTRATION AND PROCEDURES**

#### **12-1 Purpose**

The Administration and Procedures Provisions establish the methods for implementation of the Columbus Land Development Ordinance. These provisions include procedures for reviewing specific uses and developments within certain zoning districts; amending the Columbus Land Development Ordinance; and granting variances.

#### **12-2 Site Plan Review Procedure**

##### a. Purpose

The Site Plan Review Procedure provides for the administrative review in addition to plan review required by other sections of the Columbus Municipal Code of projects that have potentially significant effects on traffic circulation or a significant effect on land uses in adjacent neighborhoods. The procedure provides for review and evaluation of site development features and possible mitigation of unfavorable effects on surrounding property.

##### b. Administration

The Building Official shall review, evaluate and act on all site plans submitted pursuant to this procedure. An applicant may appeal a denial of any application to the Board of Adjustment.

All applications or requests for the approval of plans for alleys, off-street parking, loading, non-residential driveways, non-residential curb cuts, and access to an egress from property, shall be submitted to the Building Official. Upon review, the Building Official shall have the authority to either approve or deny said application or request.

##### c. Uses Requiring Site Plan Review

All uses shall follow the Site Plan review procedure prior to the issuance of a building permit.

##### d. Application Requirements

An application for a Site Plan Review may be filed by the owner(s) of a property or the owners' authorized agent with the Building Official. The application shall include the following information:

1. Name, mailing and email address of the applicant.
2. Owner, address, and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. A site plan, drawn to a scale sufficient to permit adequate review and dimensioned as necessary, showing the following information:
  - (a) The date, scale, north point, title, name of owner, and name of person preparing the site plan;
  - (b) The location and dimensions of boundary lines, easements, and required yards and setbacks of existing and proposed buildings and site improvements;

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- (c) The location, size, and use of proposed and existing structures on the site;
- (d) The location of all proposed site improvements, including parking and loading areas, pedestrian and vehicular access, sewers, sidewalks, utilities, service areas, required temporary and permanent stormwater treatment facilities, fencing, screening, landscaping, and lighting;
- (e) A topographic survey of the site and adjacent public rights-of-way.
- (f) Identification of all federal, state and local environmental features, including, but not limited to: floodplain, floodways, wetlands, and other environmental features.
- (g) Identification of all adjacent zoning districts and use types.
- (h) Any other information that may be required for review by the Building Official.

5. The Site Plan must be stamped by a Nebraska Registered Professional Engineer.

### e. Administrative Action and Appeal

The Building Official must act upon each complete application within twenty-one working days of filing. An applicant may appeal a denial to the Board of Adjustment. The Board of Adjustment shall consider the appeal at the first available meeting after the filing of the appeal.

### f. Review and Evaluation

1. The Building Official or the Board of Adjustment shall review and approve the site plan based on the criteria established in Table 12-1 and conformance with applicable regulations in this Columbus Land Development Ordinance.
2. The Building Official or the Board of Adjustment shall make the following findings before approval of the site plan:
  - (a) The proposed development, together with any necessary modifications, is compatible with the criteria established in Table 12-1;
  - (b) Any required modifications to the site plan are reasonable and are the minimum necessary to minimize potentially unfavorable effects;
  - (c) The site plan conforms to the Columbus Land Development Ordinance.

### g. Modification of Site Plan

The Building Official or Board of Adjustment may require modification of a site plan as a prerequisite for approval. Required modifications may be more restrictive than base district regulations and may include, but not be limited to, additional landscaping or screening; installation of erosion control measures; improvement of access or circulation, rearrangement of structures on the site; or other modifications deemed necessary to protect the public health, safety, or welfare.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### h. Term and Modification of Approval

1. A Site Plan Approval shall become void two years after the date of approval, unless the applicant receives a Building Permit and diligently carries out development prior to the expiration of this period.
2. The Building Official may approve an application to modify a previously approved site plan if he/she determines that the modification does not affect findings related to the criteria set forth in Table 12-1.
3. The Building Official may revoke a Site Plan Approval if he/she determines that the development is not complying with the terms and conditions of the approval. Such revocation may be appealed to the Board of Adjustment.

### i. Approval to Run with Land

An approval pursuant to this section shall run with the land until such time as a change in use has the potential to significantly affect the traffic circulation or land uses in adjacent neighborhoods.

### **12-3 Special Use Permit Procedure**

#### a. Purpose

The Special Use Permit Procedure provides for public review and discretionary City Council approval for uses within zoning districts which have unusual site development or operating characteristics that could adversely affect surrounding properties.

#### b. Administration

The Planning Commission shall review and evaluate each application and transmit its recommendation to the City Council. The City Council shall review, evaluate, and act upon all applications submitted pursuant to this procedure.

#### c. Application Requirements

An application for a Special Use Permit may be filed by the owner(s) of a property or by the property owner's authorized agent with the Community Development Office. Any such application will not be deemed submitted until all of the information set forth below is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be placed on the Planning Commission Agenda until all such missing information is provided. Such application shall be submitted to the Community Development Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which the public hearing on the application may be held subject to administrative official approval to proceed. A complete submission must be provided prior to the staff recommendation that the permit application is to be acted on the Planning Commission. The application shall include the following information and be submitted on a form approved by the Community Development Office:

1. Name, email and mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
3. Owner, address and legal description of the property.

## **CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

4. A description of the nature and operating characteristics of the proposed use.
5. A site plan, when requested by the building official, which includes all information as described in Section 12-2.
6. Excavation and Material Extraction Special Use Permits applications must include a proposed post development site plan including anticipated final contours and features.
7. The special use requested and the current zoning.
8. Be signed by the property owner or the property owner's duly authorized agent.

**CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

**TABLE 12-1: Criteria for Site Plan Review and Special Use Permits**

CRITERIA		APPLICATION TO	
Land Use Compatibility		Site Plan Review	Special Use Permit
<b>Development Density</b>	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.		X
<b>Height and Scale</b>			
<b>Height and Bulk</b>	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	X	X
<b>Setbacks</b>	Development should respect pre-existing setbacks in surrounding areas. Variations should be justified by site or operating characteristics.	X	X
<b>Building Coverage</b>	Building coverage should be similar to that of surrounding development if possible. Higher coverage should be mitigated by landscaping or site amenities.	X	X

**CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

**TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS**

<b>CRITERIA</b>		<b>APPLICATION TO</b>	
		<b>Site Plan Review</b>	<b>Special Use Permit</b>
<b>Site Development</b>			
<b>Frontage</b>	Project frontage along a street should be similar to lot width.	X	X
<b>Parking and Internal Circulation</b>	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	X	X
	All structures must be accessible to public safety vehicles.	X	X
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	X	X
<b>Landscaping</b>	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage-ways should be preserved to the extent possible.	X	X
<b>Building Design</b>	Architectural design and building materials should be compatible with surrounding areas or highly visible locations.		X
<b>Operating Characteristics</b>			
<b>Traffic Capacity</b>	Project should not reduce the existing level of traffic service on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	X	X
<b>Land Use Compatibility</b>			
<b>External Traffic Effects</b>	Project design should direct non-residential traffic away from residential areas.	X	X
<b>Operating Hours</b>	Projects with long operating hours must minimize effects on surrounding residential areas.	X	X

**CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

**TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS**

CRITERIA		APPLICATION TO	
Operating Characteristics		Site Plan Review	Special Use Permit
<b>Outside Storage</b>	Outside storage areas must be screened from surrounding streets and less intensive land uses.	X	X
<b>Public Facilities</b>			
<b>Sanitary Waste Disposal</b>	Developments within 300 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	X	X
	Sanitary sewer must have adequate capacity to serve development.	X	X
<b>Storm Water Management</b>	Development should handle storm water adequately to prevent overloading of public storm water management system.	X	X
	Development should not inhibit development of other properties.	X	X
	Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.	X	X
<b>Utilities</b>	Project must be served by utilities if the property is located within 300 ft of said utility.	X	X
<b>Comprehensive Plan</b>	Projects shall be consistent with the comprehensive development plan of Columbus.		X

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### d. Approval Process

1. The Planning Commission, following ten days notice as required by Paragraph 12-3 (f), shall hold a public hearing on each proposed Special Use Permit and following such public hearing, shall recommend action to the City Council.
2. The City Council, after the ten days notice as required by Paragraph 12-3 (f) and after public hearing, shall act on the Special Use Permit. The City Council may apply any reasonable conditions to the approval of the permit.
3. The applicant shall be responsible for preparing and furnishing in proper form a “draft” Ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A “final” ordinance for said special use permit shall be thereafter submitted by applicant for action by the City Council. Applicant’s attorney shall work with the City Attorney on review and final versions.

### e. Required Notice and Publication

Prior to consideration of and/or approval of a Special Use Permit by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. **Posted Notice:** A notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be placed on or near such premises that it is easily visible from the street and shall be posted at least ten days before the date of such hearing. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
2. **Notice by Publication:** At least ten days before the date of hearing the City Clerk shall have published in a newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.
3. **Notice by Personal Service or Mail:** At least 10 days prior to the date of the hearing the applicant shall either:
  - (a) personally serve, or
  - (b) mail to the last known address, written notice of such hearing to each of the following:
    - (1) the owners of the real estate which is the subject of the Special Use Permit;
    - (2) all properties whether in whole or in part which are located within 300 feet of the real estate which is the subject of the Special Use Permit; and

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- (3) the Board of Education of each school district in which the real estate which is the subject of the Special Use Permit is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. Exception: The provisions of Subsection 1 "Posted Notice" and Subsection 3 "Notice by Personal Service or Mail" shall not apply in the event of a proposed change in the application of Special Use Permits throughout entire areas of an existing zoning district or of the City or parts thereof, or in the event of a proposed change in such regulations, restrictions or districts governing said Special Use Permits.
5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the Community Development office prior to 3:00 PM on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the "Posted Notice" requirements set forth in Subsection 1 above and that the "Notice by Personal Service or Mail" requirements set forth in Subsection 3 above were both complied with.

f. Scope of Approval

The City Council may, at its discretion, apply a Special Use Permit to a specific owner or applicant. The City Council may establish special site development or operational regulations as a condition for approval of a Special Use Permit.

g. Lapse, Revocation or Completion of Permit

1. A Special Use Permit shall become void two years after its effective date if the applicant has not carried out development or occupancy during that period.
2. The City Council may revoke a Special Use Permit should the operation of the use subject to such permit violate the conditions under which the permit was granted.
3. Completion of a Special Use Permit for resource extraction and excavation shall include a final record drawing site plan.

h. Previously Approved Permits

Any special use approved under regulations in effect before the effective date of this Ordinance shall be considered to have a valid Special Use Permit, subject to requirements imposed at the time of its approval or six (6) months from said failure to pass a motion to approve this special use permit.

i. Non-Approval of Special Use Permit; Waiting Period

In the event that a Special Use Permit as provided in this Article is not approved by the City Council, no new request shall be made for the same or a substantially similar Special Use Permit within six (6) months of said non-approval thereof or six (6) months from said failure to pass the same.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### 12-4 Amendment Procedure

#### a. Purpose

The Amendment Procedures describe the methods by which changes may be made in the text of the Columbus Land Development Ordinance (text amendment) and/or the official boundaries of zoning districts (rezoning).

#### b. Initiation of Amendments

1. Text amendments may be initiated by the Planning Commission or City Council.
2. Rezoning may be initiated by a property owner or authorized agent; the Planning Commission; or the City Council.

#### c. Rezoning Application Requirements

An application for a rezoning may be filed with the Community Development Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application may be held subject to administrative official approval to proceed. A complete submission must be provided prior to the staff recommendation that the permit application is to be acted on by the Planning Commission. The application shall include the following information and shall be submitted on a form approved by the Community Development Office:

1. Name, email, mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
3. Owner, address, email address and legal description of the property.
4. A description of the reason for the rezoning application and the nature and operating characteristics of the proposed use.
5. An aerial image depicting the proposed development on the property and the existing surrounding zoning classifications. A site plan, when requested by the building official, which includes all information as described in 12-2 Site Plan Review Procedure.
6. The current zoning and the requested zoning.
7. Be signed by the property owner or the property owner's duly authorized agent.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### d. Amendment Process

1. The Planning Commission, following ten days notice as required by 12-4 Amendment Procedure, shall hold a public hearing on each proposed text amendment or rezoning amendment and, following such public hearing, shall recommend action to the City Council. The Planning Commission may recommend as part of its recommended approval of a rezoning any conditions reasonably related to the interest of public health, safety, morals and the general welfare.
2. The City Council, after ten days notice as required by Section 12-4 and after public hearing, shall act on the proposed amendment. The City Council may impose any reasonable conditions on the approval of the rezoning, provided said conditions are reasonably related to the interest of public health, safety, morals and the general welfare. In furtherance thereof, the City Council may condition rezoning on the adoption of an agreement between the developer and the City.
3. The applicant shall be responsible for preparing and furnishing in proper form a "draft" ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A "final" ordinance for said re-zoning shall be thereafter submitted by applicant for action by the City Council.

### e. Required Notice and Publication

Prior to consideration of amending, supplementing, changing, modifying, or repealing this ordinance by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. **Posted Notice:** In the case of rezonings, a notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed on or near such premises that is easily visible from the street and shall be so posted at least ten days before the date of such hearing. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
2. **Notice of Publication:** In the case of text amendments and rezonings, at least ten days before the date of hearing the City Clerk shall have published in a daily newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

3. Notice by Personal Service or Mail: In the case of rezonings, at least 10 days prior to the date of the hearing, the applicant shall either:
  - (a) personally serve, or
  - (b) mail to the last known address, written notice of such hearing to each of the following:
    - (1) the owners of the real estate to be zoned or rezoned;
    - (2) the owners of all real estate located within 300' of the real estate to be zoned or rezoned; and
    - (3) the Board of Education of each school district in which the real estate to be zoned or rezoned is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. Exception: The provisions of Subsection 1 "Posted Notice" and Subsection 3 "Notice by Personal Service or Mail" shall not apply (1) in the event of a proposed change in such regulations, restrictions, districts, or boundaries throughout the entire areas of an existing zoning district or of the City, or (2) in the event additional or different types of zoning districts are proposed, whether or not such additional or different districts are made applicable to areas, or parts of areas, already within a zoning district of the City, or (3) text amendments; in such instances only the requirements heretofore set forth in Subsection 2. "Notice of Publication" above shall be applicable.
5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the Community Development office on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the "Posted Notice" requirements set forth in Subsection 1 above and that the "Notice by Personal Service or Mail" requirements set forth in Subsection 3 above were both complied with.

f. Non-Approval of Proposed Amendment; Waiting Period

In the event that a proposed amendment or change as provided in this Article is not approved by the City Council, no new request shall be made for the same or substantially similar amendment or change within six (6) months of said non-approval thereof or six (6) months from said failure to pass the same.

### **12-5 Extension of the Extra-Territorial Jurisdiction**

There shall be an automatic extension of the extra-territorial jurisdiction due to annexation or incorporation of any addition into the City. The City Council with the recommendation of the Planning Commission, shall zone properties within the newly established Jurisdiction concurrent with, or within 90 days thereafter, of the adoption of the annexation ordinance or resolution incorporating said property into the City. The zoning shall consider the Comprehensive Development Plan of the City of Columbus and the present use of the land. In the event the City takes no action within the time period, said property within the newly established Jurisdiction shall be deemed as zoned RR, Rural Residential.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-6 Building Permits and Certificates of Occupancy**

#### a. Administration and Enforcement

The Building Official shall administer and enforce this ordinance.

If the Building Official shall find that any of the provisions of this ordinance are being violated, he/she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

#### b. Building Permits Required

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the Building Official. No building permit shall be issued by the Building Official except in conformity with the provisions of this ordinance, unless he/she receives a written order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this ordinance.

#### c. Application for Building Permit

All applications for building permits shall include a complete site plan and shall include plans drawn to scale and an electronic copy, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the Building Official, including the existing or proposed building or alterations; existing or proposed uses of the building and land; the number of families and/or persons, and the number of units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this ordinance.

One copy of the plans shall be returned to the applicant by the Building Official, after he/she shall have marked such copy either as approved or disapproved and attested the same by his/her signature on such copy. The electronic copy of the plans shall be retained by the Building Official.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### d. Certificates of Occupancy for New, Altered, or Non-Conforming Uses

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a Certificate of Occupancy is issued by the Building Official stating that the proposed use of the building or land conforms to the requirements of this Ordinance and that all plans submitted with the application for building permit have been completed. Prior to the issuance of a Certificate of Occupancy, the Building Official, or his/her designee, shall conduct a final inspection of said building or premises to determine compliance with the requirements of the Columbus City Ordinances and it shall be the duty of the property owner to cooperate with said final inspection.

### e. Expiration of Building Permit

1. If the work described in any building permit has not begun within 180 days from the date of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the persons affected.
2. If the work described in any building permit has not been completed within two years of the date of issuance thereof, said permit shall expire and be cancelled by the Building Official, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new building permit has been obtained.
3. The expiration date of a building permit may be established for a period longer than two years if established at the time that such permit is issued by the City. The Building Official may, at his/her discretion extend the expiration period of the building permit.

### f. Construction and Use to be as Provided in Applications, Plans, Permits, and Certificates of Occupancy

Building permits or certificates of occupancy issued on the basis of plans and applications approved by the Building Official authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, or construction which varies from the approved permit shall be deemed a violation of this ordinance, and punishable as provided by Section 12-14 hereof.

### **12-7 Schedule of Fees, Charges and Expenses**

The City Council shall establish by resolution a schedule of fees, charges, and expenses and a collection procedure for building permits, re-zoning application fees, special use permit application fees, board of adjustment filing fees, site plan review, certificates of zoning compliance, appeals, and other matters pertaining to this ordinance.

The schedule of fees shall be posted in the office of the Building Official, and may be altered or amended only by the City Council.

Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application for appeal.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-8 Board of Adjustment**

#### a. Establishment

1. A Board of Adjustment is hereby established to provide relief in situations of hardship or to hear appeals as provided by this Section. The Board shall consist of five regular members, plus one additional alternate member who shall attend and vote only when one of the regular members is unable to attend for any reason. At least one member of the Board shall be a member of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commission member to the Board. At least one member of the Board shall reside outside of the corporate boundaries of the City, but within its extra-territorial zoning jurisdiction.
2. Each member shall be appointed by the Mayor with the approval of the City Council for a three-year term and is removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The Chairman of the Board shall be elected annually by the members of the Board. All members of the Board shall serve without compensation.
3. The Board of Adjustment shall adopt rules and regulations in accordance with this ordinance and the laws of the State of Nebraska pursuant to Sections 19-901 to 19-914 of Nebraska Revised Statutes. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. Such chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings and records shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact. The Board shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. A majority of the Board shall constitute a quorum for the transaction of business.

#### b. Procedure for Appeals

1. Appeals shall be made to the Board of Adjustment within reasonable time of the cause of the appeal through the office of the Building Official in written form as determined by the Building Official. The Board shall fix a reasonable time for the hearing of the appeal and shall decide the appeal within thirty days of the date of the public hearing. An appeal stays all proceedings in furtherance of the action, unless the Building Official certifies to the Board that by reason of the facts stated in the certificate, a stay would, in his/her opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by the District Court on notice to said officer and on due cause shown.
2. The Board shall provide a written notice to the appealing party of the date and time set for public hearing. The Board shall provide a minimum of ten days' notice of a public hearing on any question before it by publication in a newspaper of general circulation in the City of Columbus setting forth the time, place and subject matter of such hearing. Notice of hearing shall be posted by the

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

appealing party in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed upon such premises that it is easily visible from the street and shall be so posted at least ten days before the date of such hearing. It shall be the duty of the appealing party to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the appealing party to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed it shall be the duty of the appealing party to promptly post a new sign for the remainder of the ten-day period. The appealing party shall be responsible for filing with the Building Official on the date of the hearing an Affidavit of Posting Notice. Said Affidavit shall verify that the requirements concerning posting notice as set forth herein were complied with and said Affidavit shall be submitted on a form approved by the Building Official.

3. Upon the public hearing, any party may appear in person or by agent or attorney. The concurring vote of four out of five members of such board as so composed shall be necessary to reverse any order, requirement, decision or determination of any Building Official, or to decide in favor of the appellant on any matter upon which it is required to pass under any zoning ordinance, or to affect any variation in such ordinance.

### **12-9 Powers and Duties of the Board of Adjustment**

1. The Board of Adjustment shall have only the following powers and duties:
  - (a) Administrative Review To hear and decide appeals where it is alleged there is error in any order, requirement, decisions or determination made by the Building Official in the enforcement of this Ordinance or any regulation relating to the location or soundness of structures.
  - (b) Interpretation of Zoning Map To hear and decide in accordance with the provisions of any zoning regulation, requests for interpretation of any map.
  - (c) Variances to Relieve Hardships Relating to Property To authorize, upon appeal, variances from the strict application of this Ordinance where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the zoning regulations; or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, such strict application would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- (1) Requirements for Grant of a Variance. No such variance shall be authorized by the Board unless it finds that:
  - a. Strict application of the zoning ordinance will produce undue hardship;
  - b. Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity;
  - c. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance;
  - d. The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice;
  - e. The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to this Zoning Ordinance.
- (2) Findings by Board. The Board of Adjustment shall make findings that the requirements of Section 12-9 have been met by the applicant for a variance.
- (3) Conditions for Grant of Variance.
  - a. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Ordinance and punishable under Section 12-14 of this Ordinance.
  - b. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.
  - c. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(d) Board has Powers of Building Official on Appeals: Reversing Decisions of Building Official

In exercising the above-mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of this Ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decisions, or determination as ought to be made, and to that end shall have the powers of the Building Official from whom the appeal is taken. The concurring vote of four members of the Board shall be necessary to reverse any order, requirements, decision, or determination of the Building Official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to affect any variation in the application of this ordinance.

## **CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES**

### **12-10 Appeals from the Board of Adjustment**

Any person or persons, or any board, taxpayer, officer, department, board or bureau of the city aggrieved by any decision of the Board of Adjustment may seek review of such decision by the District Court for the County in the manner provided by the laws of the State and particularly by 19-912 R.R.S. 1943 (Reissue 1991), and amendments thereto.

### **12-11 Duties of Building Official, Board of Adjustment, City Council, and Courts on Matters of Appeal**

- a. It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the Building Official, and that such questions shall be presented to the Board of Adjustment only on appeal from the decision of the Building Official, and that recourse from the decisions of Board of Adjustment shall be to the courts as provided by law.
- b. Under this ordinance the City Council shall have only the duties (1) of considering and adopting or rejecting proposed amendments or permits, or the repeal of this ordinance as provided by law, and (2) of establishing a schedule of fees and charges as stated in Section 12-1 of this ordinance.

### **12-12 Severability Clause**

Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

### **12-13 Complaints Regarding Violations**

Whenever a violation of this ordinance occurs, or is allowed to have occurred, any person may file a written complaint. Such complaints stating fully the causes and basis thereof shall be filed with the Building Official. He/she shall record properly such complaint immediately, investigate, and take action thereon as provided by this ordinance.

### **12-14 Penalties for Violation**

- a. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 or imprisoned for not more than 30 days, or both and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- b. The owner or tenant of any building, structure, premises, or part thereof, any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.
- c. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### **12-15 Development Review Team (DRT)**

#### a. Purpose

The DRT meets weekly with project representatives to identify opportunities and resolve potential issues before project and development plans are finalized. Through the DRT process all aspects of a project can be discussed including key issues and expectations such as site issues, time lines, processing of applications, phasing, design issues and code requirements. The DRT provides the best possible customer service by maintaining allowing close contact with project representatives, by providing thorough review and feedback on every major proposed project, and by working to resolve issues at the earliest possible stage of development.

#### b. Administration

Members of the DRT are the City Administrator, Chief Building and Code Official and/or other Building Officials, City Engineer, City Surveyor, Public Works Director and City Planner and Economic Developer. These members may invite other staff and professionals as they see fit based on project scope. If applicable, DRT members will visit the project location prior to the DRT meetings and be prepared to discuss all potential issues and opportunities. The DRT shall take notes during the meeting and shall provide those notes to all participants. The DRT and/or staff members of the DRT will provide professional recommendations to the Planning Commission and City Council. It is understood the information provided at the DRT meetings are preliminary in nature and thus final decisions or recommendations are not final and subject to review of official submittals for review.

#### c. Application Requirements

Project representatives will be provided an application for the DRT. Complete development plans are not necessary for the initial meeting however, as many details as possible are encourage to be shared in the application in order to jointly develop the most efficient and successful project. At a minimum the project representative shall provide:

- (1) Project Representative information.
- (2) Description of the project.

DRT members will reserve time, as set by resolution of the City Council, for DRT project review and meetings with project representatives.

Applications will be due seven (7) days prior to the meeting date desired by the project representative but subject to date, time, and DRT staff availability.

# CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

## 13 ARTICLE THIRTEEN: PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### 13-1 Purpose and Legislative Intent

The Telecommunications Act of 1996 affirmed the City of Columbus' authority concerning the placement, construction and modification of Wireless Telecommunications Facilities. The City of Columbus, Nebraska finds that Wireless Telecommunications Facilities may pose significant concerns to the health, safety, public welfare, character and environment of the City and its inhabitants. The City also recognizes that facilitating the development of wireless service technology can be an economic development asset to the City and of significant benefit to the City and its residents. In order to insure that the placement, construction or modification of Wireless Telecommunications Facilities is consistent with the City's land use policies, the City is adopting a Wireless Telecommunications Facilities application and permit process. The intent of this Ordinance is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the City of Columbus, Nebraska.

### 13-2 Title

Article 13, Part A, shall be known and cited as the Wireless Telecommunications Facilities Siting Ordinance for the City of Columbus, Nebraska, and herein referred to as Article 13, Part A.

### 13-3 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part A, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part A, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Any Special Use Permit issued for Wireless Telecommunications Facilities shall follow the Special Use Permit Rules and Procedures under Article 12.

### 13-4 Definitions

For purposes of Article 13, Part A, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. **"Accessory Facility"** or **"Structure"** means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities, and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.
- b. **"Applicant"** means any Wireless service provider submitting an Application for a Special Use Permit for Wireless Telecommunications Facilities.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- c. **“Application”** means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities.
- d. **“Antenna”** means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
- e. **“Certificate of Compliance”** means the certification from the City or the City’s consultant that confirms the project was constructed and is in compliance with the conditions of the permit.
- f. **“Collocation”** means the use of an existing Tower or structure to support Antennae for the provision of wireless services. A replacement tower that is constructed on the same site as an existing tower will be considered a co-location as long as the new tower is no taller than the old tower and that the old tower is removed in a reasonable short time frame after the new tower is constructed.
- g. **“Commercial Impracticability”** or **“Commercially Impracticable”** means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “commercial impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.
- h. **“Completed Application”** means an Application that contains all information and/or data necessary to enable an informed decision to be made with respect to an Application.
- i. **“Council”** or **“City Council”** means the City Council of the City of Columbus, Nebraska.
- j. **“Distributed Antenna System or DAS”** means a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.
- k. **“Eligibility Facility”** means a facility as defined in FCC 14-153.
- l. **“Eligible Facility Permit”** means the official zoning permit approved and issued by the Community Development Director or his or her designee for application which meets the definition of an eligible facility.
- m. **“FAA”** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
- n. **“FCC”** means the Federal Communications Commission, or its duly designated and authorized successor agency.
- o. **“Height”** means, when referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- p. **“Modification”** or **“Modify”** means the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, such as antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a co-location is a modification. A Modification shall not include the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.
- q. **“NIER”** means Non-Ionizing Electromagnetic Radiation.
- r. **“Person”** means any individual, corporation, estate, trust, partnership, joint stock Company, association of two (2) or more persons having a joint common interest, or any other entity.
- s. **“Personal Wireless Facility”** See definition for ‘Wireless Telecommunications Facilities’.
- t. **“Personal Wireless Services”** or **“PWS”** or **“Personal Telecommunications Service”** or **“PTS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.
- u. **“Planning Commission”** means the Planning Commission for the City of Columbus.
- v. **“Repairs and Maintenance”** means the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will add to the visible appearance of the facility as originally permitted.
- w. **“Right-of-Way”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private Easement.
- x. **“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- y. **“Specialized Mobile Radio”** or **“SMR”** means an analogue or digital trunked two-way radio system, operated by a service in the VHF, 220, UHF, 700,800 or 900 MHz bands.
- z. **“State”** means the State of Nebraska.
- aa. **“Stealth”** or **“Stealth Technology”** means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- bb. **“Telecommunications”** means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.
- cc. **“Telecommunications Site”** See definition for Wireless Telecommunications Facilities.
- dd. **“Telecommunications Structure”** means a structure used in the provision of services described in the definition of “Wireless Telecommunications Facilities”.
- ee. **“Temporary”** means temporary in relation to all aspects and components of Article 13, something intended to, or that does not exist for more than ninety (90) days.
- ff. **“Tower”** means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.
- gg. **“Wireless Telecommunications Facilities”** or **“WTF”** means and includes a **“Telecommunications Site”** and **“Personal Wireless Facility”**. It means a structure, facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and structures, including, but not limited to buildings, church steeples, silos, water towers, signs or other structures that can be used as a support structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other structures associated with the site. It is a structure and facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-5 Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities**

- a. In order to ensure that the placement, construction, and modification of Wireless Telecommunications Facilities protects the City's health, safety, public welfare, environmental features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in Article 13, Part A, the City hereby adopts an overall policy with respect to an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:
- b. Requiring an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for any new, co-location or modification of a Wireless Telecommunications Facility.
- c. Implementing an Application process for person(s) seeking an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.
- d. Establishing a policy for examining an application for and issuing an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.
- e. Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers.
- f. Promoting and encouraging, wherever possible, the placement, height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of stealth technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- g. That in granting an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, the City has found that the facility shall be the most appropriate site as regards being the least visually intrusive among those available in the City.

### **13-6 Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions**

- a. Except as otherwise provided by Article 13, no Person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of, Wireless Telecommunications Facilities as of January 2, 2018, without having first obtained either an Eligible Facility Permit or a Special Use Permit for Wireless Telecommunications Facilities prior to the application for a building permit. Notwithstanding anything to the contrary in this section, no Permits for Wireless Telecommunications Facilities shall be required for those non-commercial exclusions noted in Section 13-7.
- b. All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before January 2, 2018, shall be allowed to continue as they existed, provided however, that any visible modification of an existing Wireless Telecommunications Facility will require the complete facility and any new installation to comply with this Article 13.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- c. Any Repair and Maintenance of a Wireless Telecommunications Facilities does not require an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

### **13-7 Exclusions**

The following shall be exempt from Article 13:

- a. The City's fire, police, department of transportation or other public service facilities owned and operated by the local government.
- b. Any facilities expressly exempt from the City's siting, building and permitting authority.
- c. Over-the-Air reception Devices including the reception antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end antennas that receive and transmit fixed wireless signals that are primarily used for reception.
- d. Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications.
- e. Facilities used exclusively for providing unlicensed spread spectrum technology i.e. Bluetooth or a 'Hot Spot', where the facility does not require a new tower, where the service is not to be used for commercial purposes, where there is no fee or charge for the use of the service and where the service is intended to be useable for less than 200'.
- f. Small Wireless Facilities located in a right-of-way. Said right-of-way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act and by Article 13 and Article 15 of the Columbus Land Development Ordinance.

### **13-8 Eligible Facility Permit and Special Use Permit Application and Other Requirements.**

- a. All Applicants for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities or any modification of such facility shall comply with the requirements set forth in Article 12 and Article 13, Part A, of the Zoning Ordinance. Applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities must be made pursuant to Article 12 and Article 13, Part A, of the Zoning Ordinance. Upon the recommendation from the Planning Commission, the City Council is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities. The City may at its discretion delegate or designate other official agencies or officials of the City to review, analyze, evaluate and make recommendations to the Planning Commission and the City Council concerning matters involving Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities.
- b. All applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be filed with the Community Development office pursuant to Section 12-3.
- c. The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- d. No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the City, and the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities has been issued.
- e. Any and all representations made by the Applicant to the City on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the City.
- f. An Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
- g. The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the applicant owns the site, a copy of the ownership record is required.
- h. The Applicant shall include a statement in writing:
  - 1. That the applicant's proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State and Federal Laws, rules, and regulations;
  - 2. That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.
- i. Where a certification is called for in Article 13, such certification shall bear the signature and seal of a Registered Professional licensed in the State.
- j. In addition to all other required information as stated in Article 13, all applications for the construction or installation of new Wireless Telecommunications Facilities or modification of an existing facility shall contain the information hereinafter set forth.
  - 1. A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
  - 2. Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the City. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage; for a new tower drive test data is required. If documentation is provided by the applicant that this site qualifies as an Eligible Facility, proof of need is not required;

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

3. The name, address and phone number of the person preparing the report;
4. The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different than the applicant, provide name and address of the tower owner;
5. The postal address and tax map parcel number of the property;
6. The Zoning District or designation in which the property is situated;
7. Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;
8. The location of nearest residential structure;
9. The location, size and height of all existing and proposed structures on the property which is the subject of the Application;
10. The type, locations and dimensions of all proposed and existing landscaping, and fencing;
11. The azimuth, size and center-line height location of all proposed and existing antennae on the supporting structure;
12. The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;
13. The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users;
14. A site plan describing the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;
15. The frequency, modulation and class of service of radio or other transmitting equipment;
16. The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;
17. Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;
18. A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;
19. A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;
20. A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- k. The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the proposed new Tower or existing structure intended to support wireless facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing structure or building where the application increases the height of the structure or building. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA, and any related correspondence shall be provided with the application.
- l. Additional requirements for an Application for New Tower.
  1. In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other structures within the City. Copies of written requests and responses for shared use shall be provided to the City in the Application, along with any letters of rejection stating the reason for rejection.
  2. In order to better inform the public, in the case of a new Telecommunication Tower, the Applicant shall, prior to the public hearing on the application, hold a "balloon test". The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three (3) foot in diameter brightly colored balloon at the maximum height of the proposed new Tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the City. The Applicant shall inform the City, in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four consecutive hours sometime between 7:00 am and 4:00 pm on the dates chosen. The primary date shall be on a weekend, but in case of poor weather on the initial date, the secondary date may be on a weekday. A report with pictures from various locations of the balloon shall be provided with the Application.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

3. The Applicant shall examine the feasibility of designing the proposed Tower to accommodate future demand for at least four (4) additional commercial applications, for example, future co-locations. The Tower shall be structurally designed to accommodate at least four (4) additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:
  - (a) The foreseeable number of FCC licenses available for the area;
  - (b) The kind of Wireless Telecommunications Facilities site and structure proposed;
  - (c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;
  - (d) Available space on existing and approved Towers.
4. Upon completing construction and before the issuance of the Certificate of Compliance, to ensure the tower was constructed as permitted, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
5. The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:
  - (a) Respond within 60 days to a request for information from a potential shared-use Applicant;
  - (b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;
  - (c) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference;
  - (d) Failure to abide by the conditions outlined above may be grounds for revocation of the Special Use Permit for Wireless Telecommunications Facilities.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- m. The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, city, state and federal structural requirements for loads, including wind and ice loads.
- n. If application is for a co-location or modification on an existing Tower, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
- o. All proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, given the facts and circumstances involved and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.
- p. If the application is for a new Tower, a new Antenna attachment to an existing structure, or modification adding to a visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:
  - 1. If a new Tower or increasing the height of an existing structure is proposed, a computer generated “Zone of Visibility Map” at a minimum of one mile radius from the proposed structure, with and without foliage shall be provided to illustrate locations from which the proposed installation may be seen.
  - 2. Pictorial representations of “before and after” (photo simulations) views from key viewpoints both inside and outside of the City as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed structure.
  - 3. A written description of the visual impact of the proposed facility including; and as applicable the Tower base, guy wires, fencing and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.
- q. The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and structures of the proposed Wireless Telecommunications Facility.
- r. The Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of stealth or concealment technology as may be required by the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- s. All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the City, including specifically, but not limited to, the most recently adopted versions of the National Electrical Safety Code and the National Electrical Code where appropriate.
- t. At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.
- u. All Wireless Telecommunications Facilities shall be constructed, operated, maintained, repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the City, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
- v. A holder of an Eligible Facility Permit or Special Use Permit for a Wireless Telecommunications Facilities granted under Article 13, shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the City or other governmental entity or agency having jurisdiction over the applicant.
- w. There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.
- x. An Applicant shall submit to the City the number of completed Applications determined to be needed.
- y. The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall notify the City of any intended Modification of a Wireless Telecommunication Facility and shall apply to the City to modify, relocate or rebuild a Wireless Telecommunications Facility.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### 13-9 Location of Wireless Telecommunications Facilities

Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority of selection and ten (10) being the lowest priority.

- (1) On existing Towers or other structures on city owned properties, including the right-of-way.
  - (2) On existing Towers or other structures on other property in the City.
  - (3) A new Tower on City-owned properties, including the right-of-way.
  - (4) A new Tower on property in areas zoned MH, "General Industrial District."
  - (5) A new Tower on property in areas zoned ML/C-1, "Light Industrial District."
  - (6) A new Tower on property in areas zoned AG, "Agricultural District."
  - (7) A new Tower on property in areas zoned B-2, "General Commercial District."
  - (8) A new Tower on property in areas zoned B-1, "Central Business District."
  - (9) A new Tower on property in areas zoned "O", "Office District", LC, "Limited Commercial District", UC, "Urban Commercial District."
  - (10) A new Tower on property in areas zoned RR, "Rural Residential District", R-1, "Single-Family Residential District", R-2, "Urban-Family Residential District", R-3, "Multiple-Family Residential District", and NTR, "Non-Traditional Residential District."
- b. If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.
  - c. An Applicant may not by-pass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the City why co-location is commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.
  - d. Notwithstanding the above, the City may approve any site located within an area in the above list of priorities, provided that the City finds that the proposed site is in the best interest of the health, safety and welfare of the City and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- e. The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the Application.
- f. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the City may disapprove an Application for any of the following reasons:
  - 1. Conflict with safety and safety-related codes and requirements;
  - 2. Conflict with the historic nature or character of a neighborhood or historical district;
  - 3. The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;
  - 4. The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the City, or employees of the service provider or other service providers;
  - 5. Conflicts with the provisions of Article 13.

### **13-10 Shared Use of Wireless Telecommunications Facilities and Other Structures**

- a. The City, as opposed to the construction of a new Tower, shall prefer locating on existing Towers or others structures without increasing the height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within two (2) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used.
- b. An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.
- c. Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

### **13-11 Height of Telecommunications Towers**

- a. The Applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies
- b. Must include all backup data used to perform at requested height and a minimum of ten (10') feet lower height to allow verification of this height need. Such documentation will be analyzed in the context of the justification of the height needed to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown. The height limitations in this section shall supersede the height limitations set forth in Article 12.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- c. No Tower constructed after the effective date of Article 13, including allowing for all attachments, shall exceed that height which shall permit operation without required artificial lighting of any kind in accordance with city, state, and/or any federal statute, law, local law, city ordinance, code, rule or regulation.

### **13-12 Visibility of Wireless Telecommunications Facilities**

- a. Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.
- b. Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of Article 13.
- c. If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

### **13-13 Security of Wireless Telecommunications Facilities**

All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- a. All Antennas, Towers and other supporting structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and
- b. Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

### **13-14 Signage**

Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. RF radiation warning signage shall be posted on all four sides of the compound. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On tower sites, an FCC registration sign as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

### **13-15 Lot Size and Setbacks**

All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunications Facility structure plus ten percent (10%) of the height of the Tower or structure, or the existing setback requirement of the underlying Zoning District, whichever is greater. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-16 Retention of Expert Assistance and Reimbursement by Applicant**

- a. The City may hire any consultant and/or expert necessary to assist the City in reviewing and evaluating the Application, including the construction and modification of the site, once permitted, and any site inspections.
- b. An Applicant shall deposit with the City escrow funds sufficient to reimburse the City for all costs of the City's consultant in providing expert evaluation and consultation to any agency of the City in connection with the review of any Application, including where applicable, the lease negotiation, the pre-approval evaluation, and the construction and modification of the site, once permitted. The initial deposit required for a new tower or facility is \$8,500, and for an eligible facility is \$5,000, unless said amount has been modified by City Council Resolution. The placement of the Initial Deposit with the City shall precede the pre-application meeting. The City will maintain a separate escrow account for all such funds. The City's consultants/experts shall invoice the City for its services related to the Application. If, at any time during the process this escrow account has a balance less than 30% of the Initial Deposit, (the Minimum Escrow Account Balance), the Applicant shall immediately, upon notification by the City, replenish said escrow account so that it has a balance of at least 50% of the Initial Deposit (the Replenished Escrow Account Balance). Such additional escrow funds shall be deposited with the City before any further action or consideration is taken on the Application. The Initial Deposit, Escrow Account Balance and Replenished Escrow Balance amounts may be modified by resolution of the Columbus City Council. In the event that the amount held in escrow by the City is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the Applicant, be promptly refunded to the Applicant. If notified by the City that additional escrow is required, the Applicant may request copies of Consultants' and/or experts' invoices. If the Applicant finds errors in those invoices, Applicant may ask the City to audit those specific items for reasonableness and may request relief there from if not deemed reasonable by the City.
- c. Notwithstanding the above, there shall be a cap of \$17,000 as to the total consultant fees to be charged to applicant in a case. The foregoing does not prohibit the City from imposing additional reasonable and cost based fees for costs incurred should an applicant amend or change its application and the fee cap shall not apply as to any fees which the City determines to be attributable to the dilatory or otherwise bad faith actions of Applicant in providing a complete application or in proceeding with a public hearing.
- d. The total amount of the funds needed as set forth in subsection (B) of this section may vary with the scope (lease negotiations and/or review) and complexity of the project, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.

### **13-17 Public Hearing and Notification Requirements**

The procedure for obtaining a Special Use Permit for Wireless Telecommunications Facilities shall follow the procedure set forth in Section 12-3 of the Columbus Zoning Ordinance with the exception that no public hearing or notifications are required for Eligible Facility applications.

The procedures of Article 12 are amended for purposes of Special Use Permits for Wireless Telecommunication Facilities to require written notice of such public hearing to be given to the owners of all real estate located within 500 feet instead of 300 feet of the real estate, which is the subject of the Special Use Permit for Wireless Telecommunication Facilities.

**CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES  
SITING ORDINANCE**

**13-18 Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities**

- a. The City will undertake a review of an Application pursuant to the Special Use Permit procedure of Section 12-3 and shall act within a reasonable period of time given the relative complexity of the Application and the circumstances, with due regard for the public's interest and need to be involved, and the Applicant's desire for a timely resolution.
- b. Except as modified herein, the Special Use Permit Procedure of Article 12 of the Zoning Ordinance shall be followed. The decision of the City Council shall be set forth in the minutes and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of a Special Use Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- c. If the City does not approve the Special Use Permit for Wireless Telecommunications Facilities or if such an ordinance fails to pass, then the Applicant shall be notified of such non-approval or failure to pass, in writing, within ten (10) calendar days of the City's action.

**13-19 Action on an Application for an Eligible Facility Permit for Wireless Telecommunications Facilities**

- a. Authorization of an Eligible Facility Permit. For any Eligible Facility Permit application, a complete application shall be approved by the Community Development Director or his or her designee only if he or she determines that such complete application is in compliance with Article 13.
- b. The burden of proof for the granting of an Eligible Facility Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- c. If the City does not approve the Eligible Facility Permit for Wireless Telecommunications Facilities, then the Applicant shall be notified of such non-approval or failure, in writing, within ten (10) calendar days of the City's action.

**13-20 Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities.**

The extent and parameters of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be as follows:

- a. Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall not be assigned, transferred or conveyed without the express prior written notification to the City.
- b. Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may, following a hearing upon due prior notice to the Applicant, be revoked, canceled, or terminated for a violation of the conditions and provisions of the Eligible Facility or Special Use Permit, or for a material violation of Article 13, after prior written notice to the holder of the Special Use Permit.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-21 Application Fee**

At the time that a Person submits an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for a new Tower, such Person shall pay a non-refundable application fee therefor to the City in an amount as set by resolution by the Columbus City Council. If the Application is for an Eligible Facility Permit or Special Use Permit which involves modifying or co-locating on an existing Tower or other suitable structure, where no increase in height of the Tower or structure is required, or for a temporary facility the non-refundable fee shall be in an amount as therefor set by resolution by the Columbus City Council.

### **13-22 Small Cell / DAS Facilities**

Small Cell Facilities have the potential to require either an Eligible Facilities Permit or a Special Use Permit depending on the proposed facility. The information required for an Eligible Facility or a Special Use Permit is required as outlined in Article 13.

Batch applications can be submitted to expedite the permitting process. Applicant will be required to maintain the Minimum Escrow Account Balances. The total amount of the funds needed may vary with the scope and complexity of the project. The Cap established in Section 13-16 does not apply for batch applications.

### **13-23 Performance Security**

The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at its cost and expense, be jointly required to execute and file with the City a bond, or other form of security acceptable to the City as to type of security and the form and manner of execution, in an amount of at least \$75,000 for a Tower facility and \$25,000 for a co-location on an existing tower or other structure and with such sureties as are deemed sufficient by the City to assure the faithful performance of the terms and conditions of Article 13, and conditions of any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13. The full amount of the bond or security shall remain in full force and effect throughout the term of the Special Use Permit for Wireless Telecommunications Facilities and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Eligible Facility Permit or Special Use Permit, for Wireless Telecommunications Facilities.

### **13-24 Reservation of Authority to Inspect Wireless Telecommunications Facilities**

In order to verify that the holder of a Special Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including towers and antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, laws, ordinances and regulations and other applicable requirements, the City may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and buildings or other structures constructed or located on the permitted site.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-25 Liability Insurance**

- a. A holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Special Use Permit for Wireless Telecommunications Facilities in amounts as set forth below:
  1. Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
  2. Automobile Coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate;
  3. Workers Compensation and Disability: Statutory amounts.
- b. For a Wireless Telecommunications Facility on City property, the Commercial General Liability insurance policy shall specifically include the City and its officers, Councils, employees, committee members, attorneys, agents and consultants as additional insureds.
- c. The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.
- d. The insurance policies shall contain an endorsement obligating the insurance company to furnish the City with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
- e. Renewal or replacement policies or certificates shall be delivered to the City at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
- f. Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Special Use Permit, the holder of the Eligible Facility Permit or Special Use Permit shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-26 Indemnification**

- a. Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to Article 13, Part A, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City, and its officers, Councils, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.
- b. Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the City itself applies for and secures an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

### **13-27 Fines**

- a. In the event of a violation of Article 13, or any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A, the City may impose and collect, and the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall pay to the City, fines or penalties as set forth below.
- b. The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities failure to comply with provisions of Article 13, Part A,, shall constitute a violation of Article 13, Part A, and shall subject the Applicant to the code enforcement provisions and procedures as provided in Section 12-14 of the Columbus Land Development Ordinance, Zoning Article of the City of Columbus and Article 86 of Nebraska Revised Statutes.
- c. Notwithstanding anything in Article 13, Part A, the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with Article 13, or any section of Article 13. An attempt to do so shall subject the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities to termination and revocation of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities. The City may also seek injunctive relief to prevent the continued violation of Article 13, without limiting other remedies available to the City.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-28 Default and/or Revocation**

If a Wireless Telecommunications Facility is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of Article 13, or of the Eligible Facility Permit or Special Use Permit for Wireless Communications Facilities, then the City shall notify the holder of the Eligible Facility Permit or Special Use Permit in writing of such violation. A Permit holder in violation may be considered in default and subject to fines as set forth in Section 13-27 and if a violation is not corrected to the satisfaction of the City in a reasonable period of time said Eligible Facility Permit or Special Use Permit is subject to revocation.

### **13-29 Removal of Wireless Telecommunications Facilities**

- a. Under the following circumstances, the City may determine that the health, safety, and welfare interests of the City warrant and require the removal of Wireless Telecommunications Facilities.
  1. Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall commence within 90 days;
  2. Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;
  3. Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or any other necessary authorization and the Eligible Facility or Special Permit for Wireless Telecommunications Facilities may be revoked.
- b. If the City makes such a determination as noted in subsection (A) of this section, then the City shall notify the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the City may approve an interim temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.

The holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the City. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

- c. If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit for Wireless Communications Facilities holder has received notice, then the City may order officials or representatives of the City to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities holder.

If the City removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the City may take steps to declare the Wireless Telecommunications Facilities abandoned and sell them and their components.

- d. Notwithstanding anything in this Section to the contrary, the City may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more than ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, subject to approval of the City, and an agreement to such plan shall be executed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities and the City. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the City may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

### **13-30 Relief**

Any Applicant desiring relief, waiver or exemption from any aspect or requirement of Article 13, may request such, provided that the relief or exemption is contained in the submitted Application for either a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or in the case of an existing or previously granted Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities a request for modification of its Tower and/or facilities. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption, it will have no significant effect on the health, safety and welfare of the City, its residents and other service providers.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

### **13-31 Periodic Regulatory Review by the City**

- a. The City may at any time conduct a review and examination of Article 13.
- b. If after such a periodic review and examination of this Ordinance, the City determines that one or more provisions of Article 13, should be amended, repealed, revised, clarified, or deleted, then the City may take whatever measures are necessary in accordance with applicable Law in order to accomplish the same. It is noted that where warranted, and in the best interests of the City, the City may repeal Article 13, at any time.
- c. Notwithstanding the provisions of subsections (A) and (B) of this Section, the City may at any time and in any manner (to the extent permitted by Federal, State, or local law), amend, add, repeal, and/or delete one or more provisions of this Article 13.

### **13-32 Adherence to State and/or Federal Rules and Regulations**

- a. To the extent that the holder of a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.
- b. To the extent that applicable rules, regulations, standards, and provisions of any state or federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, then the holder of such an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

### **13-33 Adherence to International Building Code**

To the extent applicable, the holder of an Eligible Facility Permit or a Special Use Permit for Wireless Communication Facilities shall adhere to the latest version of the International Building Code adopted by the City of Columbus and towers shall be reviewed under the Structure Class III Standards as currently defined in TIA/EIA-222-G.

### **13-34 Conflict with Other Laws**

Where Article 13, differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the city, state or federal government, Article 13, shall apply.

### **13-35 Effective Date**

Article 13, shall be effective immediately upon passage and publication, pursuant to applicable legal and procedural requirements.

**CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES  
SITING ORDINANCE**

**13-36 Authority**

Article 13, is enacted pursuant to applicable authority granted by the state and federal government.

**13-37 to 13-39 Reserved for Future Use.**

# CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

## : PART B - SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY

### 13-40 Title

Article 13, Part B, shall be known and cited as “Small Wireless Facilities in the Right-of-Way” for the City of Columbus, Nebraska, and herein referred to as Article 13, Part B.

### 13-41 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part B, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part B, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

### 13-42 Definitions

For purposes of Part B of this Article, the definitions of this Section shall apply.

“**Antenna**” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

“**Applicable Codes**” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with the Small Wireless Facilities Deployment Act, Neb. Rev. Stat. Section 86-1201 et seq., and to the extent such codes have been adopted by the City and are generally applicable in the City.

“**Applicant**” means any person who submits an application and is a wireless provider.

“**Application**” means a written request submitted by an applicant to the City for (1) a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) a permit for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.

“**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.

“**Collocate**” or “**collocation**” means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. Neither “collocate” nor “collocation” includes the installation of a new utility pole or new wireless support structure in the right-of-way.

“**Communications facility**” means the set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.

“**Communications network**” means a network used to provide communications service.

“**Communications service**” means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.

“**Communications service provider**” means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.

“**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.

“**FCC**” means the Federal Communications Commission.

“**Fee**” means a one-time nonrecurring charge.

“**Historic District**” means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.

“**Law**” means federal, state, or local law, statute, common law, code, rules, regulation, order, or ordinance.

“**Make-ready work**” generally means the modification or replacement of a City pole or associated lines, including the installation of guys and anchors on the same, required to accommodate a small wireless facility.

“**Microwireless facility**” means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.

“**Permit to occupy the right-of-way**” means a written authorization from the City issued pursuant to this Article which allows an applicant to site, place, construct, operate, maintain, repair, remove, modify, or prepare one or more small wireless facilities in the City’s rights-of-way.

“**Person**” means an individual, a corporation, a limited liability company, partnership, an association, a trust, or any other entity or organization.

“**Pole**” means as a utility, lighting, or similar pole made of wood, concrete, metal, or other material, located or to be located within the right-of-way.

“**Public power supplier**” means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.

“**Rate**” means a recurring charge.

“**Right-of-way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

“**Routine maintenance**” means any inspections, tests, or repairs that (1) maintain a functional capacity, aesthetic standards, or structural integrity of a small wireless facility and

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

the associated utility pole or wireless support structure and (2) do not impede, damage, or disturb any portion of the right-of-way.

**“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

**“Technically feasible”** means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.

**“Utility pole”** means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. “Utility Pole” does not include (1) wireless support structures or (2) any transmission infrastructure owned or operated by a public power supplier.

**“Wireless facility”** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (1) equipment associated with wireless communications and (2) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. “Wireless facility” does not include the structure or improvements on, under, or within the equipment, which is collocated; coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna; or a wireline backhaul facility.

**“Wireless infrastructure provider”** means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.

**“Wireless provider”** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.

**“Wireless services”** means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.

**“Wireless services provider”** means a person who provides wireless services.

**“Wireless support structure”** means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. Wireless support structure does not include a utility pole.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

“**Wireline backhaul facility**” means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

### **13-43 Purpose and Scope**

This Article supplements the generally applicable right-of-way permitting provisions in Article 15 with specific provisions for the placement, permitting, and use of small wireless facilities in the City’s right-of-way. In the event of a conflict between Article 15 and this Article, this Article shall control. This Article is intended to comply with the Small Wireless Facilities Deployment Act as adopted by the 106<sup>th</sup> Nebraska Legislature First Session, referred to in this Article as the “Act”. Nothing in this Chapter shall restrict any authority of the City as provided in the Act.

A. *Applicability of this Article.* No person shall site, place, construct, operate, maintain, repair, remove, modify, or prepare any small wireless facility, any wireless support structure, any utility pole built or modified solely to accommodate a small wireless facility, or any other structure built solely to support a wireless facility, in the City’s right-of-way, without first having received a permit from the City to occupy right-of-way pursuant to Article 15. Any small wireless facility, wireless support structure, or any utility pole or other structure built or modified solely to support a wireless facility, which is located outside the City’s right-of-way, is not subject to this Article; however, such facilities and structures are subject to the City’s Zoning Ordinance.

B. *Exceptions and Limitations.*

Notwithstanding subsection (A) above, the City shall not require an application, permit, or other approval or charge fees or rates for (a) routine maintenance of small wireless facilities; (b) replacement of small wireless facilities with small wireless facilities that are substantially similar in weight or windage or the same size or smaller; or (c) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between existing utility poles in compliance with the National Electrical Safety Code; provided, in all such cases, the City may require a permit to occupy the right-of-way for work that exceeds the original weight or windage or that requires excavation or closing of sidewalks or vehicular lanes within the right-of-way for such activities.

- a. Nothing in this Article shall be construed (a) to allow any entity to provide communications services without complying with all laws applicable to such providers or (b) to authorize collocation, installation, placement, maintenance, or operation of any communications facility, including a wireline backhaul facility, other than a small wireless facility or a utility pole, in a right-of-way.
- b. Except as provided in Article 13, Part B, a wireless provider shall have the right, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way so long as such facilities and poles do not obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by utilities or the safe operation of their systems or provision of service.
- c. Article 13, Part B, Section 13-44 to Section 13-47 shall not apply to public power suppliers or to the collocation of small wireless facilities on utility poles owned, operated, or managed by a public power supplier.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-44 Permits to Occupy the Right-of-Way**

#### a. Application for Permits.

1. Applications for permits to occupy the right-of-way are available from the Community Development Office. Completed applications shall be submitted to the City's On-line permit application process. In addition to the information required by Section 15-3, applicants shall submit the following information with each completed application:
  - (a) an attestation that the small wireless facilities covered by the application will be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date unless a delay is caused by lack of commercial power or communications transport facilities to the site; and
  - (b) an attestation that each proposed small wireless facility satisfies each of the aesthetic and design standards set forth in Article 15, Section 15-5, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7; and
  - (c) for any small wireless facilities collocated on utility poles or wireless support structures owned, operated, or managed by a person other than the City or a public power supplier, a copy of the authorization of such person consenting the application; and
  - (d) if the collocation of the small wireless facility is on utility poles owned, operated, or managed by a public power supplier pursuant to a negotiated pole attachment agreement as provided in Neb. Rev. Stat. §86-1244(1), then a copy of said agreement; and
  - (e) all permit fees required under Section 15-4; and
  - (f) information directly related to the impairment of wireless service in the immediate area; and
  - (g) construction and engineering drawings and information demonstrating compliance with the criteria set forth in Section 13-44; and
2. An applicant that collocates a small wireless facility within the City right-of-way or on a utility pole assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way, except to the extent such loss or damage is due to or caused by the negligence or willful misconduct of the City.

## **CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

3. An applicant may file a consolidated application for up to five individual small wireless facilities instead of filing a separate application for each such facility. An applicant shall submit the information required under Section 15-3 for each small wireless facility covered by a consolidated application; otherwise, the applicant may submit a single set of documents that apply to all of the small wireless facilities covered by such a consolidated application. Each small wireless facility within a consolidated application shall be subject to individual review; provided, that a decision regarding all small wireless facilities shall be rendered in a single determination by the Community Development Director, or his designee and provided further that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole.
- b. Review of Permits.
1. Within 20 days after receiving an application, the Community Development Director, or his or her designee, shall determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline set forth in subsection (B)(2) below shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a resubmission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled (a) if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 13-48 or (b) by agreement between the City and the applicant.
  2. Unless tolled, the City will process an application no later than 90 days after receiving it. Subject to the tolling under subsection b.1 above, the application shall be deemed approved if the City fails to approve or deny the application within 90 days after receipt of the same. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. Upon mutual agreement between the applicant and the City, the City may extend the period for consideration of an application for 30 days.
  3. The City may propose technically feasible alternative utility pole locations; provided, the City shall not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole. The wireless provider shall cooperate with the City to address the City's reasonable proposal.  
  
The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit and shall be for a period not less than five years.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

- c. Denial of Permit Applications.
1. The City may deny an application for a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole that meets the requirements of this Article 13, Part B, if the proposed operation: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in Article 15 of the Columbus Land Development Ordinance; (e) fails to comply with applicable codes of general applicability which do not apply exclusively to wireless facilities; (f) fails to comply with the aesthetic and other design requirements set forth in Article 15, Section 13-46 and Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the wireless provider obtains the written consent of the public power supplier that owns or manages the electrical conductor.
  2. The City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based, and send such documentation to the applicant on or before the date the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee, and the City shall have 30 days after receiving such resubmitted application to approve or deny the same; provided, such review shall be limited to deficiencies cited in the City's denial.
- d. *Issuance of Permits.* All permits to occupy the right-of-way issued under this Article are issued subject to the conditions set forth in Section 15-3 and, in addition thereto, the following conditions:
1. The small wireless facilities covered by the application shall be operational for use by a wireless services provider no later than one year after the later of the completion of all make-ready work or the permit issuance date; provided, upon applicant's request, the City (a) shall grant a one-time extension for up to nine months if the applicant demonstrates that the delay is caused by the lack of commercial power to communications transport facilities to the site and (b) may grant one or more additional extensions on such terms as mutually agreed upon by the City and applicant.
  2. The City may reserve space on the City's poles and the applicant shall cooperate with the City in any such reservation, except that the City shall first notify the applicant in writing that it is interested in reserving such pole space or sharing the trenches or bores in the area where the collocation is to occur. The applicant shall allow the City to place its infrastructure in the applicant's trenches or bores or on the utility pole as requested by the City, except that the City shall incur the incremental costs of placing the conduit or infrastructure as requested. The City shall be responsible for maintaining its facilities in the trenches and bores and on the City's pole.
- e. *Renewal of Permits.* The City shall renew a permit issued hereunder for an equivalent duration as long as the applicant is in compliance with the criteria set forth in Section 13-44 as such criteria existed at the time the permit was granted.

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

### **13-45 Rates**

- a. *Applicability of Section.* The fees and taxes set forth in this Section shall apply to permits issued hereunder in lieu of the fees and taxes set forth in Section 15-4.
- b. *Application Fees.* For each collocation of a small wireless facility on an existing or replacement City pole, the applicant shall pay the City the small wireless facility collocation application fee in the amount set forth in the Schedule of Fees. For each installation, modification, or replacement of a utility pole and the collocation of an associate small wireless facility on such pole, the applicant shall pay the City the small wireless facility site application fee in the amount set forth in the Schedule of Fees.
- c. *Occupation Tax.* If applicable to applicant, the applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided in Chapter 111 of the Columbus City Code. If applicant is not required to pay an occupation tax under said Chapter, applicant shall pay the City the rate of \$250 per small wireless facility per year.
- d. *City Pole Rate.* For each City pole on which the applicant collocates a small wireless facility, the applicant shall pay annually the City pole rate in the amount set forth in the City's Schedule of Fees.
- e. Make Ready Work Fees.

### **13-46 Aesthetic and Design Standards**

The purpose of the standards set forth in this Section is to supplement the aesthetic and design standards set forth in Section 15-5. All small wireless facilities in the right-of-way to which Article 13, Part B, applies, shall comply with each standard set forth in in Section 15-5 and those set forth in this Section 13-46.

- a. *Spacing of Ground Mounted Equipment and New Utility Poles.* All proposed ground mounted facilities and new utility poles shall be located pursuant to the spacing requirements of Section 15-5 from any other small wireless facility, provided, however, that such spacing requirements shall not prevent a wireless provider from serving any location.
- b. *Additional Design Rules for Pole-Mounted Facilities.* All small wireless facilities proposed to be mounted on utility poles shall conform to the following guidelines:
  1. To the maximum extent technically feasible, and provided the limits of a small wireless facility are not exceeded, all antennae and all of each antenna's exposed elements and shroud transitions shall be mounted at the top of the proposed pole and shall be enclosed within a single cylindrical antenna shroud which (a) reasonably color-matches the pole; (b) should have a diameter no greater than 14 inches; (c) should have a uniform diameter once transitioned from the pole shaft; (d) should include only visually concealed cables, wires, and other components; and (e) should be no greater than 6 feet in height;
  2. All components of the facility, other than those described in subsection (B)(1) above, shall be placed below grade to the maximum extent technically feasible and, when undergrounding is not technically feasible, shall be fully enclosed with a base shroud that: (a) is structurally sound to fully support the pole while maximizing equipment volume; (b) is cylindrical and is as small as technically feasible with a maximum consistent diameter of 30 inches; (c) does not exceed a height of six feet from mounting surface; (d) reasonably matches pole color and finish; and (e) is as solid as feasible to visually conceal and lock all contents and wiring; and

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

3. Subject to the placement and other requirements in subsections (B)(1) and (B)(2) above, any components of a freestanding facility that are attached to support poles must be mounted so that all parts are at least seven feet or higher above adjacent surface grade.
- c. Height Restrictions.
1. Any new or modified utility pole installed in a right-of-way shall not exceed the greater of (a) 5 feet in height above the tallest existing utility pole located within 500 feet of the new utility pole in the same right-of-way or (b) 50 feet above ground level.
  2. New small wireless facilities in a right-of-way shall not extend more than the greater of (a) 50 feet in height, including antennae, or (b) more than 5 feet above an existing utility pole in place as of September 1, 2019 and located within 500 feet in the same right-of-way.
  3. The City shall have the right, at its sole discretion, to consider and approve an application to install a utility pole or wireless support structure that exceeds the height limits in this subsection (C); provided, any facility which exceeds the height restrictions set forth in the definition of "small wireless facility" provided in Section 13-42 shall also be subject to the City's Zoning Ordinance.
- d. *Decorative Poles (Streetlights)*. If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall first be collocated on such poles at intersections as combination poles with streetlights, with poles mid-block as secondary sites so that removal of decorative streetlights mid-block is minimized and preservation of the intended decorative aesthetics is maximized. The City may, in its discretion authorize the replacement of a decorative pole but any replacement pole shall strictly conform to the design aesthetics of the decorative pole being replaced.

### **13-47 Independent Technical and Legal Review**

In the event applicant is requesting make ready work on City poles, the City may request a deposit for such make ready work based on a good faith estimate.

### **13-48 Relief**

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of the Columbus Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

### **14 ARTICLE FOURTEEN: SEXUALLY ORIENTED BUSINESS**

#### **14-1 Purpose and Intent**

It is the purpose of this section to regulate sexually oriented businesses to promote the health, safety, morals and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the concentration of sexually oriented businesses within the city's jurisdiction. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent or effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

#### **14-2 Definitions**

As used in this section, the following terms shall have the meanings indicated:

- a. ADULT ARCADE – Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion-picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas.”
- b. ADULT BOOKSTORE or ADULT VIDEO STORE – A commercial establishment which as one of its principal business purposes offers for sale or rental for any form of consideration any one or more of the following:
  1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes or video reproductions, slides or other visual representations which depict or describe “specified sexual activities” or “specified anatomical areas”; and/or
  2. Instruments, devices or paraphernalia which are designed for use in connection with “specified sexual activities.”
- c. A commercial establishment is not exempt from being categorized as an “Adult Bookstore” or “Adult Video Store” so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe “specified sexual activities” or “specified anatomical areas.”
- d. ADULT CABARET – A night club, bar, restaurant or similar commercial establishment which regularly features:
  1. Persons who appear in a state of nudity; or
  2. Live performances which are characterized by the exposure of “specified anatomical areas” or by “specified sexual activities”; or
  3. Films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- e. ADULT MOTEL – A hotel, motel or similar commercial establishment which:
  - 1. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, digital video discs or other electronic media, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or
  - 2. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
  - 3. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.
- f. ADULT MOTION-PICTURE THEATER – A commercial establishment where, for any form of consideration, films, motion pictures, videocassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."
- g. ADULT STORE – A commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration instruments, devices, "adult toys," or paraphernalia which are designed for use in connection with "specified sexual activities."
- h. A commercial establishment is not exempt from being categorized as an "Adult Store" so long as one of its principal business purposes is the offering for sale of instruments, devices, "adult toys," or paraphernalia which are designed for use in connection with "specified sexual activities."
- i. ADULT THEATER – A theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."
- j. BUSINESS – An enterprise or entrepreneurial activity located in the City of Columbus' jurisdiction, which includes all types of vocations, occupations, professions, enterprises, establishments (including sales of tangible personal property and furnishing of services), together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit, gain, pecuniary benefit or advantage, either directly or indirectly.
- k. CHIEF OF POLICE – The Chief of Police of the City of Columbus or its designated agent.
- l. CITY – City of Columbus, Nebraska located in Platte County.
- m. CITY COUNCIL – The City Council of the City of Columbus, Nebraska.
- n. EMPLOYEE – Means a person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage, or other compensation by the operator of said business.
- o. ESCORT – A person who, for consideration, agrees or offers to act as a companion, guide or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- p. ESCORT AGENCY -- A person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes, for a fee, tip or other consideration.
- q. ESTABLISHMENT -- Includes any of the following:
  - 1. The opening or commencement of any sexually oriented business as a new business.
  - 2. The conversion of any existing business, whether or not a sexually oriented business, to any sexually oriented business.
  - 3. The addition of any sexually oriented business.
  - 4. The relocation of any sexually oriented business.
- r. EXPIRATION DATE – Shall mean midnight of the date one (1) year after the license was issued.
- s. LICENSEE – Any person, individual, partnership, corporation, firm, estate, trust, association, joint venture or other entity which a license to operate a sexually oriented business has been issued, as well as those listed as an applicant on the application for a license.
- t. LICENSE YEAR – The period from the date of issuance to one (1) year after the license was issued.
- u. NUDE MODEL STUDIO – Any place where a person who appears in a state of nudity or displays "specific anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed or similarly depicted by other persons who pay money or any form of consideration.
- v. NUDITY or STATE OF NUDITY:
  - 1. The appearance of a human bare buttocks, anus, male genitals, female genitals or female breasts; or
  - 2. The state of dress which fails to opaquely cover a human buttock, anus, male genitals, female genitals or areola of the female breast.
- w. OPERATES OR CAUSES TO BE OPERATED – To cause to function or to put or keep in operation. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner or licensee of the business.
- x. PERSON – An individual, proprietorship, partnership, corporation, association or other legal entity.
- y. PREMISES – All lands, structures, lodges, stores, offices, sales rooms, warehouses and the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business within the city's jurisdiction which is owned, leased or occupied by the business.
- z. PRINCIPAL BUSINESS PURPOSE (Factors Determining) – A primary factor which shall be considered in determining the "principal business purpose" shall be whether the business publicly advertises such materials either through media or signs located on the exterior of its premises or signs located inside the business that can be seen from the exterior. Additional factors which may be considered are the gross income generated by adult materials compared to over-all gross income, and the amount of floor space, both retail and storage, devoted to adult materials.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- aa. SEMI-NUDE – A state of dress in which clothing covers no more than the genitals, pubic region and areola of the female breast, as well as portions of the body covered by supporting straps or devices.
- bb. SEXUAL ENCOUNTER CENTER – A business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:
  - 1. Physical contact in the form of wrestling or tumbling between the opposite sex; or
  - 2. Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nude.
- cc. SEXUALLY ORIENTED BUSINESS – An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion-picture theater, adult theater, escort agency, nude model studio or sexual encounter center.
- dd. SPECIFIED ANATOMICAL AREAS – Shall mean and include any of the following:
  - 1. human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areola, that are not completely and opaquely covered; or
  - 2. human male genitals in a discernibly turgid state even if completely and opaquely covered.
- ee. SPECIFIED SEXUAL ACTIVITIES – Includes any of the following:
  - 1. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;
  - 2. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
  - 3. Masturbation, actual or simulated; or
  - 4. Excretory functions as part of an or in connection with any of the activities set forth in Subsections 1 through 3 above.
- ff. SUBSTANTIAL ENLARGEMENT – Of a sexually oriented business means the increase in floor area occupied by the business by more than 25% as the floor area exists.
- gg. TRANSFER OF OWNERSHIP OR CONTROL – Of a sexually oriented business means and includes any of the following:
  - 1. The sale, lease or sublease of the business;
  - 2. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means; or
  - 3. The establishment of a trust, gift or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

### **14-3 Classification**

Sexually oriented businesses are classified as they exist on the effective date of this section as follows:

1. Adult arcades;
2. Adult bookstores or adult video stores;
3. Adult cabarets;
4. Adult motels;
5. Adult motion-picture theaters;
6. Adult theaters;
7. Escort agencies;
8. Nude model studios; and
9. Sexual encounter centers.

### **14-4 Location of Sexually Oriented Businesses**

- a. All sexually oriented businesses shall be located and operated within an "ML/C-1" district with a special use permit.
- b. A sexually oriented business cannot be operated within 300 feet of:
  1. A church;
  2. A public or private elementary or secondary school;
  3. A boundary of a residential or historic district;
  4. A park or recreational trail;
  5. A property line of a lot devoted to a residential use;
  6. A hospital; or
  7. A fairgrounds.
- c. The operation, establishment, substantial enlargement or transfer of ownership or control of a sexually oriented business within 2,500 feet of another sexually oriented business is prohibited.
- d. The operation, establishment or maintenance of more than one sexually oriented business in the same building, structure or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure or portion thereof containing another sexually oriented business is prohibited.
- e. For the purposes of subsection 2 of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a church, public or private elementary or secondary school, or hospital or to the nearest boundary of an affected public park, residential district, historic district or residential lot.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

- f. For purposes of subsection 3 of this section, the distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.
- g. Any sexually oriented business lawfully operating on the effective date of this chapter that is in violation of subsections 1, 2, 3, or 4 of this section shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed three years, unless sooner terminated for any reason or voluntarily discontinued for a period of 30 days or more. Such nonconforming uses shall not be increased, enlarged, extended or altered, except that the use may be changed to a conforming use. If two or more sexually oriented businesses are within 2,500 feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming.
- h. A sexually oriented business fully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a church, public or private elementary or secondary school, public park, residential district, historic district, residential lot or hospital within 300 feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application for a license is submitted after a license has expired or has been revoked.

### **14-5 Appeals, Exemption from Location Restrictions**

- 1. If the City denies the issuance of a license to an applicant because the location of the sexually oriented business establishment is in violation of Article 14, Section 14-4, then the applicant may, not later than 10 calendar days after receiving notice of the denial, file with the City Clerk a written request for an exemption from the locational restrictions of Section 14-4.
- 2. If the written request is filed with the City Clerk within the ten-day limit, the City Council, shall consider the request. The City Clerk shall set a date for the hearing within 60 days from the date the written request is received.
- 3. A hearing by the City Council may proceed if at least five of the City Council members are present. The City Council shall hear and consider evidence offered by any interested person. The formal rules of evidence do not apply.
- 4. The City Council may, in its discretion, grant an exemption from the locational restrictions of Section 14-4 if it makes the following findings:
  - (a) That the location of the proposed sexually oriented business will not have a detrimental effect on nearby properties or be contrary to the public safety or welfare;
  - (b) That the granting of the exemption will not violate the spirit and intent of this chapter of the Zoning Code;
  - (c) That the location of the proposed sexually oriented business will not downgrade the property values or quality of life in the adjacent areas or encourage the development of urban blight;
  - (d) That the location of an additional sexually oriented business in the area will not be contrary to any program of neighborhood conservation nor will it interfere with any efforts of urban renewal or restoration; and

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

(e) That all other applicable provisions of this chapter will be observed.

5. The City Council shall grant or deny the exemption by a majority vote. Failure to reach a majority vote shall result in denial of the exemption. Disputes of fact shall be decided on the basis of a preponderance of the evidence. The decision of the City Council is final.
6. If the City Council grants the exemption, the exemption is valid for one year from the date of the City Council's action. Upon the expiration of an exemption, the sexually oriented business is in violation of the location restrictions of Section 14-4 until the applicant applies for and receives another exemption.
7. If the City Council denies the exemption, the applicant may not reapply for an exemption until at least 12 months have elapsed since the date of the City Council's action.
8. The grant of an exemption does not exempt the applicant from any other provisions of this chapter other than the locational restrictions of Section 14-4.

### **14-6 Signs for Sexually Oriented Businesses**

- a. No sign for a sexually oriented business shall contain flashing lights, words, lettering, photographs, silhouettes, drawings or pictorial representations that emphasize specified anatomical areas or specified sexual activities.
- b. In addition to complying with all City of Columbus sign regulations, a sexually oriented business shall display a sign, clearly visible and legible at the entrance to the business, that gives notice of the adult nature of the sexually oriented business and of the fact that the premises is off limits to those under the age of 21 years.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

### 15 ARTICLE FIFTEEN: PERMITS TO OCCUPY THE RIGHT-OF-WAY

#### 15-1 Definitions

For purposes of this Article, the definitions of this Section shall apply.

- a. **“Applicant”** means any person submitting an application for a permit under this Article.
- b. **“Facilities”** means pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures, appurtenances, and such other objects, devices, or components.
- c. **“Franchise agreement”** means a franchise agreement, consent agreement, or similar agreement pursuant to which the City has granted a person the right to place facilities in its right-of-way.
- d. **“Right-of-way (ROW)”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement.
- e. **“Technically feasible”** means that by virtue of engineering or, if applicable, spectrum usage, the proposed placement, design, or site location of a facility can be implemented without a reduction in functionality.

#### 15-2 Purpose; Scope; Exceptions

- a. *Purpose.* This Article provides principles and procedures for the placement, construction, operation, maintenance, modification, repair, and removal of facilities in the rights-of-way. These principles and procedures are intended to protect the integrity of the City’s rights-of-way and infrastructure and to promote the safe and orderly use of the rights-of-way among all right-of-way users. To achieve these purposes, it is necessary to require permits for all right-of-way uses, except as prohibited by law, and to establish uniform and nondiscriminatory rules which govern such permits.
- b. *Scope.* This Article shall apply to all facilities located in the City’s rights-of-way, subject to the limitations in this subsection (B), the exceptions provided in subsection (C) below, and preemption by applicable state or federal law. Any person in good-standing under a current, unexpired franchise agreement may continue to use the City’s rights-of-way pursuant to the terms of such franchise agreement, unless otherwise prohibited by law, until the franchise agreement expires or is terminated. This Article shall not apply to the following right-of-way uses which are governed elsewhere as noted:
  1. Use of a right-of-way by an adjoining property owner as provided for under the Columbus Land Development Ordinance or the Columbus City Code.
  2. Use of the right-of-way by an adjacent business as approved by Resolution of the City Council or conducting other outdoor activities in the right-of-way as allowed by the Columbus City Code and approved by the City Administrator.
  3. Closure and use of a right-of-way for an event, provided such closure and use shall have been approved according to City of Columbus procedures.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

- c. *Exceptions.* The City shall not require an application, permit, or other approval or charge fees or rates under this Article for (1) routine maintenance of facilities where such maintenance is conducted by or on behalf of an applicant issued a permit for such facilities hereunder or (2) replacement of facilities with substantially similar facilities where such replacement is conducted by or on behalf of an applicant issued a permit for such facilities hereunder.

### **15-3 Permits**

- a. *Permit Required.* Unless otherwise specifically provided by law, it shall be unlawful for any person to lay, construct, operate, maintain, offer for lease, or make available for any use whatsoever, any facilities across, along, over, above, or under any public right-of-way for any private or commercial purpose unless such person has been issued a permit to occupy such right-of-way under this Article, unless said occupation is pursuant to a franchise agreement between user and the City.
- b. *Permit Applications.* Applications for permits under this Article shall be made to the City of Columbus Engineering Department. Each such application shall include the following:
1. A complete set of construction plans for all facilities to be located in the right-of-way under the permit, bundled into a single file, formatted to 11" x 17", which includes:
    - (a) the name, location, address (if available), and GPS coordinates for the facilities;
    - (b) labeled and dimensioned site plan and elevation plans of the facilities with, as applicable, key symbols, ROW lines, property lines, street information, topographical information, existing and proposed utilities, adjacent property uses, and easements;
    - (c) structural plans of the facilities signed and stamped by a professional engineer licensed in Nebraska;
    - (d) dimensions of the facilities, and a description of type, color, and finish of all visible construction materials;
    - (e) accurate visual depictions or representations of all above-ground components of the facilities;
    - (f) an applicant for a permit for a small wireless facility who is a wireless provider and submits an application for a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility shall not be required to provide more information to obtain a permit than a communication service provider that is not a wireless provider, except as directly related to the impairment of wireless service in the immediate area of the proposed wireless facility and except that an applicant may be required to include construction and engineering plans and information demonstrating compliance with the criteria set forth below in Section 15-3 and Section 13-40, Section 13-44.
    - (g) anticipated duration of project in calendar days; and
    - (h) a copy of the current Franchise Agreement which allows said applicant to occupy the right-of-way, as allowed by State law and
    - (i) proof that a flood plain development permit and approval as required by Section 5-23 and Section 5-25 of the Columbus Land Development Ordinance has been obtained, if applicable.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

2. An attestation that the proposed facilities satisfy each of the aesthetic and design standards set forth in this Article, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7.
  3. Evidence that, prior to commencement of any work in the right-of-way, pursuant to the application, the applicant will have the performance or construction bond required under this Article in place.
  4. Evidence of the applicant's insurance required under this Article.
  5. All applicable building and permit fees.
  6. The deposit, if any, requested by the City pursuant to Section 15-6 for independent technical and legal review.
  7. Such other submission requirements set forth in the City's published application form.
  8. A statement disclosing any prior permit violations:
  9. The city may deny a permit if the proposed application: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in Section 15-5; (e) fails to comply with applicable codes; (f) fails to comply with the aesthetic and other design requirements set forth in Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the applicant obtains the written consent of the public power supplier that owns or manages the electrical conductor.
- c. *Initial Review of Application; Completeness.* The City Engineer shall review the application and, within 20 days after receipt, shall notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a re-submission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 15-7 or otherwise by agreement between the City and the applicant.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

- d. *Final Review; Issuance; Denial.* Unless tolled the City will review and process the application no later than 90 days after receiving it. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. The City will notify the applicant in writing whether its application has been approved or denied. If the application is denied, the City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee.
- e. *Term and Renewal.* The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit. The applicant may apply to renew a permit issued hereunder for an equivalent duration and the City shall renew the permit for such period provided the applicant demonstrates compliance with the criteria set forth in in this Section. Applications for permit renewal may be submitted no earlier than 180 days prior to the expiration of the then current permit and no later than 90 days prior to the expiration of the then current permit. Notwithstanding the foregoing, permit renewals involving Section 13-44 of the Columbus Land Development Ordinance shall be processed in the manner provided for under applicable law including Section 13-44 of the Columbus Land Development Ordinance.
- f. *Permit Conditions.* All permits to occupy the right-of-way issued under this Article are issued subject to the following conditions, and each applicant agrees, by accepting such permit, to be bound by the same:
  1. All facilities shall be constructed, operated, maintained, repaired, removed, modified, and restored in strict compliance with all current applicable technical, safety, and safety-related codes adopted by the City, the State of Nebraska, or the federal government. The applicant shall, at its sole cost and expense, inspect, keep, and maintain its facilities in the right-of-way in safe condition, in good order and repair, and as otherwise according to best industry practices.
  2. The applicant shall, at its sole cost and expense, promptly restore the right-of-way to its original condition after it completes work related to the facilities. The City may require an applicant to repair all damage to a right-of-way directly caused by the activities of the applicant in the right-of-way and return the right-of-way to equal or better condition to that before the damage occurred. If the applicant fails to make the repairs that are reasonably required by the City within 14 days after written notice, the City may undertake such repairs and charge the applicant the cost of such repairs. The City shall grant an extension of up to 10 days to complete such repairs if the applicant requests such extension within the original 14-day period. In the event of immediate threat to life or safety or to prevent serious injury, the City may immediately undertake to restore the site and then notify of and charge the applicant for all restoration costs.
  3. Except as provided for in Section 13-44 of the Columbus Land Development Ordinance, the applicant assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

4. The applicant shall undertake only the activities enumerated in its permit to occupy the right-of-way and such permit shall not create a property right or grant authority to the applicant to infringe upon the rights of others who may own or have other interests in a right-of-way, utility easement, or other privately owned property. Except as otherwise provided in this Code or applicable state or federal law, any additions or changes to the facilities or activities enumerated in applicant's existing permit shall require a new permit.
5. Neither the applicant nor its facilities shall interfere with any traffic-control devices and other public works equipment; water, wastewater, stormwater, gas, electrical, or other public utility infrastructure; or the facilities of any other occupant of the right-of-way permitted hereunder.
6. The City shall have the right at any time to require a change of location of the facilities when in its judgement it becomes necessary or advisable as a matter of safety, or on account of a change of grade, resurfacing, repair, or reconstruction of any right-of-way. If the owner of such facilities has not moved or relocated the facilities within 30 days after the City requests the same in writing, the City may undertake such movement or relocation and charge the owner the costs of the same.
7. The City retains the right and privilege to cut or move any facilities, as the City may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the City shall notify the applicant and provide an opportunity for applicant to move its own facilities prior to cutting or removing the facilities. In all cases, the City shall notify the applicant after cutting or removing the facilities as promptly as reasonably possible.
8. The applicant shall immediately notify the City in the event of an emergency regarding the applicant's facilities that may affect public health or safety, and such notice shall include, at a minimum, the nature of the emergency and the applicant's planned response to the emergency.
9. In addition to notifying the City, the applicant shall comply with the Nebraska One Call Notification Act before commencing any excavation or similar work in the right-of-way.
10. The applicant acknowledges that applications and all supporting written material applicant submits to the City may be public records subject to the Nebraska Public Records Law. While an applicant may designate any such public records as "proprietary" or "confidential", the City shall treat them as such only to the extent expressly permitted by the Nebraska Public Records Law and, other than the cost of the City's routine response to public records requests, the City shall be under no obligation to incur any costs to protect the same from disclosure.
11. Prior to commencement, and at all times during, any work performed by or on behalf of applicant in the right-of-way, the applicant shall maintain a performance or construction bond, in form acceptable to the City, equal to at least 100% of the estimated cost of the facilities and related work covered by the application.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

12. During the term of any permit to occupy the right-of-way issued hereunder, the applicant shall maintain comprehensive general liability, automobile, workers compensation, employer's liability, and umbrella insurance in form and amount consistent with the City's published requirements for the same. All such insurance policies shall include the City and its agents as additional insureds and shall not be modified or cancelled by the applicant without 30 days prior written notice being given to the City along with proof of replacement coverage. Upon receipt of notice from its insurer(s), the applicant shall provide the City with 30-days prior written notice of any prospective cancellation. The applicant shall provide proof of replacement coverage prior to the effective cancellation date.
13. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death, or property damage, arising out of or in any way related to the activities or performance of the applicant or its agents. In the event the applicant becomes aware of any actions or claims, the City shall promptly be notified by the applicant. In the event the City is a named defendant in any such claim or lawsuit, it is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant shall reimburse the City for any costs, expenses, and attorneys' fees directly and necessarily incurred by the City in the course of the defense.
14. In addition to all other remedies available to the City under this Code or other applicable law, the City may revoke an applicant's permit to occupy the right-of-way if the applicant fails to comply with any of the conditions set forth in this Article, and upon such revocation, may direct applicant, at applicant's cost, to remove applicant's facilities from the right-of-way and restore the right-of-way to its original condition. If the applicant fails to remove its facilities and restore the right-of-way within 30 days after the City's written request, the City may cause such work to be done and applicant shall reimburse the City for the costs of such work upon City's written demand for the same.

### **15-4 Fees and Taxes**

Applicant shall pay any applicable building permit fee and the application fee set forth in the City's Schedule of Fees. Unless provided otherwise in this Ordinance, applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided under Chapter 111 of the Columbus City Code.

### **15-5 Aesthetic and Design Standards**

The purpose of the standards set forth in this Section is to establish guidelines for the design, placement, and installation of facilities in the right-of-way. All facilities placed in the right-of-way pursuant to this Article shall comply with these standards; provided, the City Administrator may authorize the waiver of, partial relief from, or exemption from, any one or more of these standards pursuant to Section 15-7.

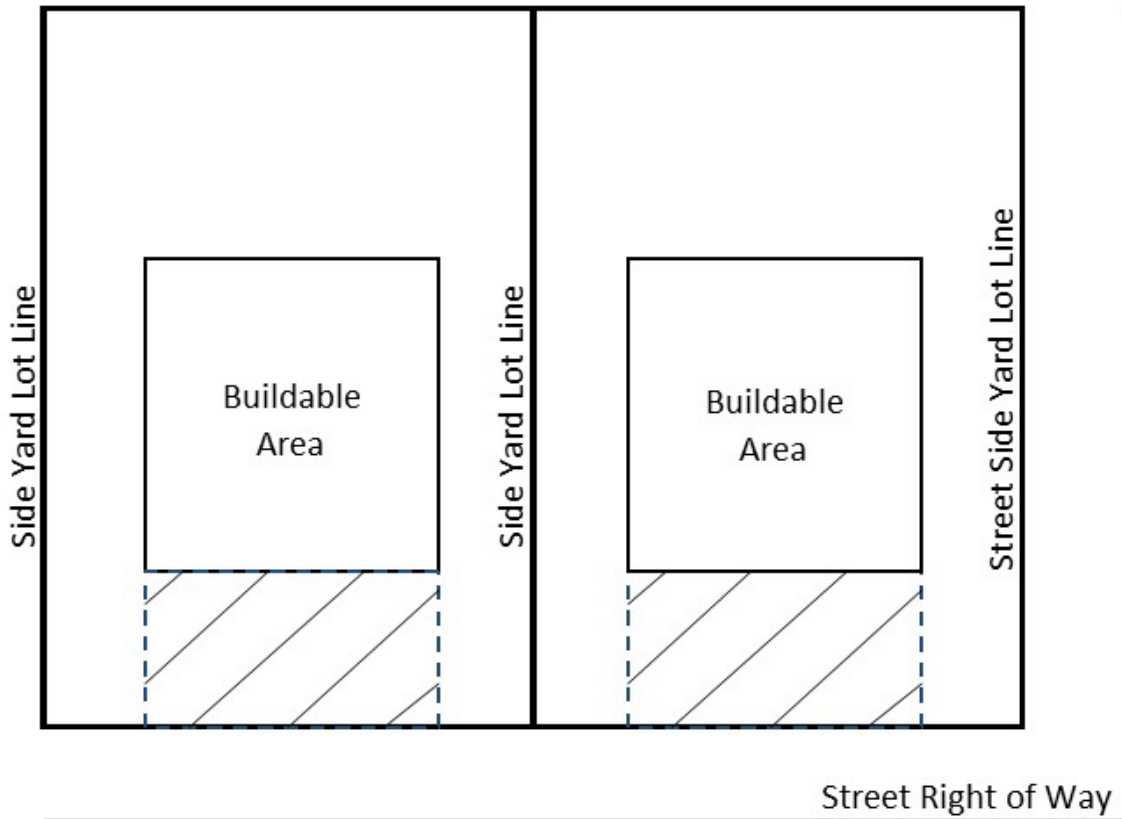
- a. *Undergrounded Facilities.* When facilities are proposed in areas where other similar facilities are currently located underground, said facilities shall be placed underground to the extent technically feasible.
- b. *Existing Aesthetics.* To the extent technically feasible, all ground-mounted facilities shall reasonably match the appearance of existing adjacent developments and infrastructure to promote a uniform appearance.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

- c. *Consolidation.* To the extent technically feasible: (1) facilities shall be designed to consolidate all ground-mounted components within approved singular enclosures and (2) all cables, wires, and conduits shall be concealed from view.
- d. *Location.* Except as prohibited by law, the placement of proposed facilities with existing facilities shall be preferred over placement of facilities at new sites. If an applicant chooses not to place its facilities with available existing facilities, the applicant must document that location of its proposed facilities with available existing facilities is not technically feasible.
- e. *Camouflage.* Facilities shall be designed to camouflage and conceal all above-ground components of such facilities to the extent technically feasible.
- f. *Signs.* Ground-mounted facilities shall have a four inch by six-inch metallic sign permanently mounted between four feet and six feet from ground level and clearly visible to the public which provides the identifying information and emergency contact number for the owner of such facilities. No other signs, advertising, or banners are permitted on facilities except to the extent the same are mandated by state or federal law.
- g. *Generators.* Generators are not permitted in the right-of-way.
- h. *Lighting.* Lighting is not permitted on facilities except to the extent required or otherwise allowed by state or federal law.
- i. *Historic Districts.* All ground-mounted facilities and new poles located in a historic district shall be subject to such other design and concealment standards required by the City for such districts to avoid or to remedy the intangible public harm of unsightly or out-of-character facilities deployed or which are inconsistent with the appearance of existing facilities. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for an historic overlay district set forth in the City's Zoning Ordinance.
- j. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems without permission from the authority or agency in control of said traffic signal systems.
- k. *Placement Guidelines.* All facilities including ground mounted equipment and new utility poles proposed to be located at new sites:
  - 1. Shall be located in a manner or location that (a) does not obstruct, impede, or hinder the usual pedestrian or vehicular travel; (b) does not adversely affect public safety or impair legal access and use of the right-of-way; (c) conforms to applicable law (including the Americans with Disabilities Act of 1990) and right-of-way design standards, specifications, and design requirements, and (d) does not in any way create a risk to public health, safety, or welfare;
  - 2. Shall be located in a manner that does not significantly create a new obstruction to primary and inherently valuable sightline(s) of an adjacent property;
  - 3. Shall be located in alignment with existing trees, utility poles, and streetlights and placed to avoid disturbance within the critical root zone of any tree;
  - 4. All above ground facilities located in zones with no side yard setback, shall be located no more than 25 feet from either side yard lot line.
  - 5. Shall not be located in front of the buildable area of properties as shown in unless otherwise approved by the City.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

**Figure 15-5: Street Right of Way**



6. Shall be located with separation from any low-pressure natural gas line or intermediate or high-pressure natural gas line and with appropriate clearance as approved from all existing utilities;
7. Shall not materially impact any existing bridges, culverts, or retaining walls; and
8. Shall be located outside of all American Association of State Highway Transportation Officials (AASHTO) clear zones and outside of clear sight triangles (at a minimum) as follows: (a) 5-foot leg pedestrian sight triangle at each residential driveway; (b) 10-foot leg pedestrian sight triangle at each driveway and alley; (c) 30-foot leg corner sight triangle; and (d) roadway sight triangles shall be based on AASHTO standards for each driveway, alley, and intersection.
9. Shall be located with a minimum separation distance of 150 feet from any other facilities including ground mounted equipment or new utility poles to the extent allowed by applicable law and technically feasible.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

### **15-6 Independent Technical and Legal Reviews**

Although the City intends for City staff to review permit applications to the extent feasible, the City may retain the services of an independent technical consultant and an attorney of its choice to provide technical and legal evaluations of applications submitted pursuant to this Article. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed use of the right-of-way complies with this Article and other applicable provisions of this Ordinance or the Columbus City Code. To the extent permissible under applicable law, the applicant shall pay the reasonable cost for any independent technical consultant and reasonable attorneys' fees in advance through a deposit with the City, estimated by the City, within 10 business days of the City's request. That these shall be a reasonable approximation of cost. When the City requests such payment, the application shall be deemed incomplete until the deposit is received. In the event that such final costs and fees do not exceed the deposit amount, the City shall refund any unused portion within 60 days after a permit to occupy the right-of-way is issued or denied or withdrawn in writing by the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before a permit to occupy the right-of-way is issued. The technical consultant and attorney shall provide an itemization of the final costs of the services provided and related fees.

### **15-7 Relief**

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of the Columbus Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

### **CHAPTER 2: SUBDIVISIONS**

#### **1 ARTICLE ONE: GENERAL PROVISIONS**

##### **1-1 Title**

Chapter 2 of this Ordinance shall be known as the Subdivision Chapter of the Columbus Land Development Ordinance of the City of Columbus, Nebraska (CLDO), and shall be incorporated into the Columbus City Code as Title XV, Chapter 152.

##### **1-2 Authority and Purpose**

###### a. Authority

This Ordinance is adopted pursuant to the authority granted the City of Columbus under Section 16, Revised Statutes of the State of Nebraska, enabling cities of the First Class to regulate the development of land within their jurisdictions and to promote good planning practice.

###### b. Purposes

The purposes of this Chapter are to:

1. Serve the public health, safety, and general welfare of the city and residents of Columbus and its surrounding jurisdiction;
2. Provide for the orderly development and growth of the city by prescribing rules and standards insuring the functional arrangement of streets, public improvements, open spaces, community facilities, and utilities;
3. Promote the creation of well-planned and attractive residential, commercial, and industrial developments within the city and its jurisdiction;
4. Avoid excessive costs to the taxpayers of Columbus or the residents of the jurisdiction of the city for the provision of public services and utilities, while maintaining high standards for these services;
5. Protect the unique environment of the City of Columbus by avoiding environmental damage whenever feasible and appropriate; and by encouraging flexibility in the design of subdivisions;
6. Provide the City of Columbus with the ability to grow incrementally through the eventual annexation of new developments.

###### c. Consideration of Plans

The design of subdivisions shall consider all existing local and regional plans and policies for Columbus and its jurisdiction. These include, but not limited to, the Comprehensive Development Plan, Long Range Transportation Plan, Stormwater Management Plan, and State of Nebraska Board of Classifications and Standards.

###### d. Preservation of Natural Features and Drainage Patterns

1. In accordance with all Federal, State of Nebraska and local requirements and to the maximum extent possible, development shall be located to preserve natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impact and alteration of natural features and drainage patterns.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

2. The subdivider shall give maximum consideration to the preservation of the following areas as open space or stormwater treatment facility or detention system, to the extent consistent with reasonable utilization of land:
  - (a) Wetlands and other unique environmental areas, as defined in Section 404, Federal Water Pollution Control Act of 1972 and delineated on wetlands maps and policies prepared by the U. S. Fish and Wildlife Service, U.S. Army Corps of Engineers, State of Nebraska Department of Natural Resources, and the Lower Loup Natural Resource District.
  - (b) Flood plain and floodway lands as defined by the Federal Emergency Management Agency, Flood Insurance Rate Map, and the City of Columbus Special Flood Hazard Areas.
- e. General Guidelines for Subdivision Layout

Subdivisions shall be designed to comply with the following overall performance objectives:

  1. Reduction and minimization of cut and fill.
  2. No increase of peak flow, area of runoff or encroachment of stormwater runoff onto other properties or the public storm sewer system.
  3. Provision of adequate access to lots, including alternative routes to lots and sites within the subdivision and minimization of cul-de-sacs over 350 feet.
  4. Respect for the urban character and traditional layout of Columbus, including providing continuity to established street and community facility networks; establishing linkages and connections between new development and existing parts of the city; and preserving historically and architecturally significant sites and buildings, determined as those sites or districts either listed on or determined to be eligible for listing on the National Register of Historic Places, as determined by the State Historic Preservation Officer.
- f. Site Design Objectives and Approval

The Planning Commission and City Council shall take the above Site Design objectives into account during their review and approval of subdivision applications.

### **1-3 Relationship to the Comprehensive Plan**

1. The City of Columbus intends that this Subdivision Chapter and any amendments to it shall be consistent with the City's Comprehensive Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Plan because of subsequent amendments to that plan, it is the City's intent to amend this ordinance to bring it into conformance with the plan.
2. The Subdivision Chapter shall supplement and facilitate the provisions of the Comprehensive Plan which includes the Long Range Transportation Plan, the Columbus Land Development Ordinance, the Official Zoning Map, and the City of Columbus's Capital or General Fund Budget.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

### **1-4 Jurisdiction and Applicability**

- a. The provisions of this chapter shall be applicable to all property within the corporate limits of the City of Columbus and its extra-territorial jurisdiction as authorized by §16-902, Revised Statutes of Nebraska, 1943. In conjunction therewith, it is hereby designated that the City of Columbus will exercise the powers and duties granted by Sections 16-902 to 16-904, or Section 19-2402, Revised Statutes of Nebraska, 1943, over that portion of the territory located within two miles of the corporate limits of the City of Columbus as shown on the Extra-Territorial Jurisdiction Map. Boundaries of the Extra-Territorial Jurisdiction established by this ordinance shall be shown on the Extra-Territorial Jurisdiction Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of and concurrent with this ordinance. The Extra-Territorial Jurisdiction may be changed from time to time following the extension of City boundaries either by annexation or by additions brought into the City pursuant to the Subdivision Chapter of the Columbus Land Development Ordinance. Such changes shall be reflected on the Extra-Territorial Jurisdiction Map. The City Clerk and Engineer shall keep a complete record of all changes to the Extra-Territorial Jurisdiction Map.
- b. No owner of real property within the City of Columbus and its jurisdiction may subdivide or plat such property into lots for buildings or any other use, streets, or other forms of dedication for public use without gaining approval pursuant to this Ordinance. In addition, no individual may sell, offer to sell, or construct buildings on any lots or parts of real property that are not subdivided as required by State law or this Ordinance.

### **1-5 Amendment**

When necessary, this Ordinance may be amended through public hearing and recommendation by the Planning Commission to the City Council. The City Council shall then hold its own independent public hearing and action on amendments.

### **1-6 Fees**

The City Council of the City of Columbus may establish reasonable fees sufficient to recover costs incurred for the processing and review of subdivision applications and other procedures included within this Ordinance.

### **1-7 Enforcement**

The Administrative Official shall enforce the provisions of this Ordinance and shall bring violations or lack of compliance to the attention of the Planning Commission, City Council, or other appropriate agency.

### **1-8 Penalties**

- a. Violation of the provisions of this Ordinance shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 or imprisoned for not more than 30 days, or both, and shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- b. An owner, developer, or subdivider of property; any architect or engineer; builder, contractor, agent, or any other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided in this section.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

- c. Notwithstanding this section, the City and the Administrative Official shall have the right to take any lawful action necessary to prevent or remedy any violation of this Ordinance or any agreement pursuant to or other condition of an approval of a subdivision application.

### **1-9 Interpretation, Conflict, and Severability**

- a. The Subdivision Chapter shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Subdivision Chapter conflicts with any other provision of the Columbus Land Development Ordinance, any other Ordinance of the City of Columbus, or any applicable State or Federal law, the more restrictive provision shall apply.
- b. Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.
- c. If any chapter, section, subsection, clause, or phrase of this Subdivision Chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any other section of the City of Columbus's Columbus Land Development Ordinance.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### **2     **ARTICLE TWO: DEFINITIONS****

#### **2-1     **Purpose****

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Subdivision Ordinance. The meaning and construction of words as set forth shall apply throughout the Subdivision Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

#### **2-2     **Definitions of Terms****

For the purposes of this Subdivision Ordinance, certain terms and words are hereby defined. Certain sections contain definitions which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

#### **2-3     **A.****

1. Administrative Official: Chief Building and Code Official is responsible for the supervision and administration of the Subdivision Ordinance of the City of Columbus.
2. ADT or Average Daily Traffic: The average number of motor vehicles per day that pass over a given point or segment of street.
3. Alley: A public or private right-of-way generally designed to provide secondary access to the side or rear of a property whose principal frontage is on another street.
4. Applicant: An owner, developer, or subdivider submitting an application to divide property pursuant to this Ordinance.
5. Approving Authority: The City Council of the City of Columbus.
6. Administrative Subdivision: An adjustment of lot lines of no more than four lots without creating additional or elimination of any lots and requires no extensions of streets, sewers, utilities, or other municipal facilities; no additional street right-of-way or other public easement and complies with all pre-existing zoning requirements following subdivision.

#### **2-4     **B.****

1. Bicycle Lane and Path: A designated lane on a roadway or an exclusive path separated from a roadway, designed specifically to accommodate the physical requirements of bicycling. Bicycle paths are ordinarily designed to accommodate other forms of non-motorized pedestrian recreation.
2. Best Management Practices (BMP). Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters of storm water conveyance systems. BMPs also include treatment practices, operating procedures and practices to control site runoff, spillage or leaks, sludge or water disposal and drainage from raw materials storage.
3. Buffer: A landscaped area intended to separate and partially obstruct visual or other sensory effects of two adjacent land uses or properties from one another.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### **2-5 C.**

1. **Cartway:** The actual surface area of a road used to accommodate motor vehicles, including moving traffic lanes, acceleration and deceleration lanes, and parking lanes. On a street with curbs, the cartway is measured from back of curblines to back of curblines. On streets without curbs, the cartway is measured between the outside edges of the established road surface.
2. **Centerline Offset:** The gap between the centerline of roads intersecting a common road from the same or opposite sides.
3. **Channel:** The bed or banks of a natural stream or drainage way, which convey the constant or intermittent flow of water, including storm run-off.
4. **Common Area:** An area within a development that is not individually owned or dedicated for public use, but is designed and designated for common or cooperative use within a development.
5. **Comprehensive Plan:** The Comprehensive Development Plan and Long Range Transportation Plan of the City of Columbus.
6. **Concept Plan:** A preliminary presentation, including any necessary documentation, of a proposed subdivision and/or future development plan, providing adequate information for the purpose of discussion or classification.
7. **Conventional Subdivision:** A subdivision, which literally meets all nominal standards of the Columbus Land Development Ordinance for lot dimensions, setbacks, street frontage, and other site development regulations.
8. **Cul-de-sac:** A local street with only one outlet and with an opposite end providing for the reversal of traffic.
9. **Curb:** A vertical or sloping edge of a roadway, intended to define the edge of the cartway and to channel or control drainage.

### **2-6 D.**

1. **Dedication:** A grant of land to the City or another public agency for a public purpose.
2. **Design Standards:** Standards that set forth specific improvement requirements.
3. **Detention Basin:** An artificial or natural water collection facility, designed to collect surface or subsurface water and to control its rate of discharge, in order to prevent a net increase in the rate of water flow that existed prior to a development. Detention basin must have an overflow pipe or system connecting to the public storm sewer system.
4. **Developer:** The legal or beneficial owner(s) of any land included in a proposed development.
5. **Development:** A planning or construction project involving substantial improvement or change in the character and/or land use of a property.
6. **Disturbed Area:** Area of the land's surface disturbed by any work or activity upon the property by means including, but not limited to, grading, excavating, stockpiling soil, fill or other materials, clearing, vegetation removal, removal or deposit of any rock, soil or other materials or other activities which expose soil. Disturbed Area does not include the tillage of land that is zoned for and intent is for agricultural use.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

7. Divided Street: A street whose moving lanes in opposite directions is separated by a physical barrier such as a median.
8. Drainage: The removal of surface or stormwater from land by drains, grading, or other means.
9. Drainage System: The system through which water flows.

### **2-7 E.**

1. Easement: A right-of-way granted for limited use of private land for a public or quasi-public purpose and which the owner must maintain free of structures which obstruct or limit its use for such purpose.
2. Erosion: The wearing away of a land surface by water, wind, ice, or gravity.

### **2-8 F.**

1. Final Approval: The final official action of the City Council, upon a recommendation by the Planning Commission, permitting the filing of a subdivision with the Platte County Register of Deeds and the conveyance of individual parcels and lots to subsequent owners. Final Approval follows the completion of detailed engineering plans, development agreements, posting of required guarantees, and other requirements of this Ordinance.

### **2-9 G.**

1. Grade: The slope of a street or other public way, defined as a percentage or ratio of vertical change in elevation to horizontal change in distance.

### **2-10 H.**

### **2-11 I.**

### **2-12 J.**

### **2-13 K.**

1. Key Map: An aerial map a common engineering scale of not less than 1 inch to 600 feet showing the location of a development project or subdivision in reference to surrounding property. The map shall show existing streets and city limit lines. The area shown shall be sufficient to show how the proposed project or subdivision will fit into existing developments.

### **2-14 L.**

1. Lot: A parcel of real property with a separate and distinct number shown on a plat, record or survey, parcel map, or subdivision map recorded in the office of the Platte County Register of Deeds. A lot is ordinarily established for the purpose of transfer of title and/or development which includes, but not limited to, lots for townhouses or clusters of row homes. All lots shall have a direct connection to a public or private street right-of-way regardless of ownership.
2. Lot Area: The size of a lot measured within its boundaries and expressed in terms of square feet or acres.
3. Lot Frontage: The portion of a lot extending along a public street, private street, or private drive line.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### **2-15 M.**

1. Main: The principal artery of a system of continuous piping which conveys fluids and to which branches may be connected.
2. Major Subdivision: Any subdivision not defined and approved as an administrative subdivision or as a minor subdivision.
3. Minor Subdivision: An adjustment of lot lines of two or more lots without creating additional lots or a subdivision of land which creates no more than four lots from any single block or lot of an addition or subdivision, tract, or parcel of land; requires no extensions of streets, sewers, utilities, or other municipal facilities; no additional public right-of-way or easement; and complies with all pre-existing zoning requirements following subdivision.
4. Moving Lane: Any traffic lane within a cartway where traffic movement is the primary or sole function.
5. Municipal Separate Storm Sewer System (MS4): Publicly owned facilities which storm water is collected and/or conveyed including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, catch basins, inlets, pipe storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage ditches/channels, reservoirs and other drainage structures.

### **2-16 N.**

1. National Fire Protection Agency (NFPA)
2. Nebraska Department of Environment and Energy (NDEE): State agency formerly known as the Nebraska Department of Quality and includes some former divisions of the Nebraska Department of Health and Human Services.
3. Notice of Intent (NOI): Associated with the Nebraska Department of Environment and Energy, Construction Storm Water Permit.
4. National Pollutant Discharge Elimination System (NPDES): A permit issued by the Environmental Protection Agency or the Nebraska Department of Environment and Energy as authority delegated pursuant to 33 USC, section 1342(b) that authorizes the discharge of pollutants to waters of the state.

### **2-17 O.**

1. Off-Site: Located outside the boundaries of the parcel that is the subject of an application.
2. Open Space: Any parcel or area of land or water that is retained in an open state and set aside for public or private use.

### **2-18 P.**

1. Parking Lane: A lane located on the sides of streets, designated or allowing on-street parking of motor vehicles.
2. Pavement: An impermeable, hard surface, typically asphalt, asphaltic concrete, concrete, or brick or other masonry paver units.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

3. Plat: A document, usually a map or maps, expressing the division of land into two or more lots or parcels, any one of which is ten acres or less. Plats include preliminary and final plats.
  - (a) Preliminary Plat: A plat indicating the proposed layout of a development, including proposed public infrastructure and streets, stormwater treatment and detention system, and internal site layout and building information, intended for the purpose of preliminary approval by approving authorities but not for filing with the Platte County Register of Deeds.
  - (b) Final Plat: The final plat of the subdivision which is presented for Final Approval. The Final Plat contains detailed information, legal survey and documentation and is designed to be filed with the Register of Deeds. Final plat must be consistent with the preliminary plat.
4. Private Street: Privately owned and maintained access to a lot or parcel and shall have a public easement for utility and fire access.

### **2-19 Q.**

### **2-20 R.**

1. Right-of-way: A strip of land, generally linear, occupied or intended to be occupied by a system that conveys people, traffic, fluids, utilities, or energy from one point to another. Rights-of-way may include streets and roads, crosswalks, bicycle paths, recreational trails, railroads or fixed guideway transit, electric transmission infrastructure, communication infrastructure, gas pipelines, water mains, sanitary mains, or storm sewer mains.

### **2-21 S.**

1. Sanitary Sewer: A sewer that conducts sanitary wastes from a point of origin to a treatment or disposal facility. In developing areas, sanitary sewers normally include interceptor, outfall, and lateral sewers.
  - (a) Interceptor: A sanitary sewer that serves as a trunk, collecting sewage generated by a number of individual developments.
  - (b) Outfall: A sanitary sewer that may be developed to connect an individual subdivision or development to an interceptor sewer.
  - (c) Lateral or Local: A pipe that connects individual buildings or groups of buildings to an outfall or interceptor sewer.
2. Septic System: An underground system, utilizing a watertight receptacle to receive the discharge of sewage, which provides for the decomposition of wastes produced by development on a single lot.
3. Sidewalk: A concrete or brick paved path provided for pedestrian use, usually located at the side of and detached from a road, but within the right-of-way.
4. Storm Sewer: A conduit which conducts storm drainage from a development or subdivision, ultimately to a treatment facility, drainage way or stream.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

5. Storm Water Treatment Facility (STF). Permanent best management practices put in place to provide control and treatment of stormwater runoff after construction for land development is complete. These facilities are physical in nature and sometimes referred to as structural BMPs.
6. Street: A right-of-way, dedicated to public use, which provides a primary means of access to an abutting lot or parcel and to the street hierarchy system.
7. Street Hierarchy: The conceptual arrangement of streets based on function. Street types contained within the hierarchy include:
  - (a) Private Street or Frontage Road
  - (b) Local
  - (c) Collector
  - (d) Minor Arterial
  - (e) Major Arterial
  - (f) Expressway
8. Storm Water Management Plan (SWMP): City approved documentation supporting analysis, design, maintenance and inspection of storm water treatment facilities.
9. Storm Water Pollution Prevention Plan (SWPPP): A document which narrates the best management practices and activities to be implemented by a person during the construction activities, which identifies sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems and/or receiving waters.
10. Subdivision: The division of a lot, tract or parcel into two or more lots, tracts, parcels, or other units of land for title transfer or development, when one of the resultants lots is equal to 10 acres or less. The term subdivision includes any time the creation of a public street or roadway is involved, but excludes the acquisition of land by the state, county, or city, by eminent domain or otherwise, for the creation, extension or widening of a public street or roadway. The term also includes re-platting and, when appropriate to the context, re-platting shall be subject to the rules and regulations contained in this chapter and shall apply to land previously subdivided.

### **2-22 T.**

1. Topographic Survey: USGA elevation plan to the latest NAVD showing height, depth, size and location of all manmade and natural features and improvements on a given parcel of land and within all adjacent properties and rights-of-way, as well as the changes in elevation, using a 50-foot grid to achieve 1-foot contours throughout.

### **2-23 U-Z.**

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### **3 ARTICLE THREE: PROCEDURES AND ADMINISTRATION**

#### **3-1 Purpose**

The purpose of this Article is to establish procedures for subdivision applications and for review and action on applications by the City Administration, Planning Commission and the City Council. The procedures are designed to assure adequate review and consideration of subdivision applications, while providing for an orderly and expeditious approval process. The Article provides procedures for the approval of three types of subdivisions: Administrative Subdivisions, Minor Subdivisions, and Major Subdivisions.

#### **3-2 Administrative Subdivisions**

##### a. Scope

The Administrative Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of no more than four (4) existing lots within the City limits or no more than four (4) lots in the Extra Territorial Jurisdiction which are not adjacent to City limits without creating additional or eliminating any lots.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities or public improvements and no new dedication of public rights of way or easements is involved.
3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the zoning ordinance as evidenced by a site plan prepared by a licensed surveyor.
4. No part of the parcel, tract or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), or lot(s) are eligible for a future administrative or minor subdivision.

##### b. Application and Approval Procedure

An application for an Administrative Subdivision may be approved under the following procedure:

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Administrative Subdivisions in Table 3-1. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status. The application for final plat approval shall be submitted through the City's website application submittal platform

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

- (a) Subdivision requested naming is subject to the approval of the Administrative Official. Ideally Subdivision naming would be consistent with the adjacent subdivision names. Subdivision names shall not be duplicated, or similar, and must be appropriate. Subdivision names, or similar naming, which are not contiguous cannot be used.
  - (b) Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (c) Compliance with the conditions contained in Section 3-2 above.
  - (d) Consistency with the Comprehensive Development Plan of the City of Columbus.
  - (e) Potential adverse environmental effects or effects on neighboring properties.
2. Following such review, the Administrative Official may approve the Administrative Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void.
  3. The Administrative Official retains the right to disapprove or not act on the Administrative Subdivision application. In the event of such action, the application may proceed through the Minor or Major Subdivision process. If the subdivision complies with the conditions of a Minor Subdivision application, it may be directed to that approval process. Otherwise, the proposed subdivision shall be deemed a Major Subdivision and proceed through the appropriate review and action process.
  4. The Administrative Official shall keep a complete and accurate record of all administrative subdivision approvals.
  5. Following approval of the Administrative Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Administrative Subdivision, including the Platte County Register of Deeds signed and stamped recording information.

### **3-3 Minor Subdivisions**

#### a. Scope

The Minor Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of two or more lots without creating additional lots; or creates no more than four lots from any single parcel, tract, block or lot. Minor subdivisions outside of City Limits, but adjacent to will be required to voluntarily annex.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities, or public improvements and no new dedication of public right of way or easements is involved.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the Columbus Land Development ordinance as evidenced by a site plan prepared by a licensed surveyor.
  4. No part of the parcel, tract, block or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), block(s) or lot(s) are eligible for future administrative or minor subdivision.
  5. The Administrative Official reserves the right to request a Development Review Team (DRT) meeting as described in Section 3-4, Pre-Application Procedures, upon which all required of the DRT meeting must be met and followed.
- b. Application and Approval Procedure

An application for a Minor Subdivision may be approved under the following procedure:

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Minor Subdivisions in Table 3-1. The application for final plat approval shall be submitted through the City's website application submittal platform. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status.
  - (a) Subdivision requested naming is subject to the approval of the Administrative Official. Ideally Subdivision naming would be consistent with the adjacent subdivision names. Subdivision names shall not be duplicated, or similar, and must be appropriate. Subdivision names, or similar naming, which are not contiguous cannot be used.
2. Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (a) Compliance with the conditions for contained in Section 3-3 above.
  - (b) Consistency with the Comprehensive Development Plan of the City of Columbus.
  - (c) Potential adverse environmental effects or effects on neighboring properties.
  - (d) Completed Development Agreement.
3. Following such review, the Administrative Official may approve the Minor Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

4. The Administrative Official retains the right to disapprove or not act on the Minor Subdivision application. In the event of such action, the application may proceed through the Major Subdivision process.
5. The Administrative Official shall keep a complete and accurate record of all Minor Subdivision approvals.
6. Following approval of the Minor Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Minor Subdivision, including the Platte County Register of Deeds signed and stamped recording information.

### **3-4 Major Subdivisions**

#### a. Applicability

The Major Subdivision procedures apply to all subdivisions which are not approved or eligible for approval under the Administrative or Minor Subdivision procedures.

#### b. Stages in the Approval Process

The approval process for Major Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage. The Administrative Official, in its discretion, may waive the preliminary plat and final plat stages and allow them to occur concurrently upon written request of the developer and recommendation of the development review team. This shall be known as the Concurrent Plat Approval Procedure.

#### c. Pre-Application Procedures

1. Before filing an application for preliminary plat approval, subject to the suggestion of the Administrative Official, the applicant shall meet with the Development Review Team (DRT) regarding general requirements and issues relating to the proposed subdivision.

DRT members will reserve time, as set by resolution of the City Council, for DRT project review and meetings with project representatives.

Applications will be due seven (7) days prior to the meeting date desired by the project representative. Subject to date and time availability of City staff at the discretion of the Administrative Official.

2. No later than three calendar days prior to the pre-application meeting, the applicant shall submit an approved electronic format concept plan. The concept plan shall include:
  - (a) An aerial location map showing the relationship of the proposed subdivision to existing and proposed streets in the region, public facilities, special flood hazard areas, waters of the US, wetlands, airport runway protection zones (if applicable) and any other features or areas which may affect the development.
  - (b) A schematic plan illustrating the proposed layout of streets, lots, blocks, public utilities, stormwater treatment facilities and other features and their relationship to existing and proposed site topography for the total proposed development area.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

3. Within ten working days following the pre-application meeting, pending time needed for any action plan inquires or confirmations, the Administrative Official shall inform the applicant of the consistency of the concept plan with the objectives and policies of the city's Comprehensive Development and Long-Range Transportation Plan and Columbus Land Development Ordinance.
  4. The DRT meeting does not require a formal application or payment of a fee.
  5. Major revisions made to the concept plan may require an additional DRT meeting as determined by the Administrative Official.
- d. Preliminary Plat Application
1. Application Requirements

After the DRT meeting, except for a Concurrent Plat Approval Procedure, the following requirements shall apply. The applicant shall prepare and submit an application for preliminary plat approval. The application for preliminary plat approval shall be submitted electronically through the City's website application submittal platform. The application shall consist of a form established by the Engineering Department; the supporting documents required for Major Subdivisions in Table 3-1; a commitment to enter into a Subdivision Agreement set forth in paragraph 2 hereinafter; a Certificate of Title prepared by a State of Nebraska Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status; and payment of a fee set by Resolution. Upon receipt of all items required for said application as set forth herein as determined by the Administrative Official, the application shall be placed on the next available Planning Commission agenda.

2. Draft Development Agreement

The preliminary plat application shall include a draft of a Development Agreement on a form provided by the Administrative Official following a format established by the Engineering Department. The Development Agreement, among other things, generally establishes the responsibilities of City and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; the maximum amount of bonded indebtedness to be incurred if public improvements are financed through an Improvement District as provided in State Law and other matters as identified by the Administrative Official for said development. Applicants shall request the draft development agreement a minimum of 7 days prior to submittal deadline. This request must follow the DRT meeting.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

3. Preliminary Plat Review Procedure
  - (a) After submission of a complete application for a preliminary plat, the Administrative Official and staff shall review the application. If the application submittal is not complete, staff review will not proceed. Applicant at time of application, shall include a written request to waive any subdivision requirements, if any. As part of the review, the developer will circulate the application to local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services. The Developer shall furnish the Administrative Official with proof that a copy of the preliminary plat was delivered to the affected school district and all utilities known or on the Digger's Hotline submittal along with any responses which may affect the plat.
  - (b) Subdivision requested naming is subject to the approval of the Administrative Official. Ideally Subdivision naming would be consistent with the adjacent subdivision names. Subdivision names shall not be duplicated, or similar, and must be appropriate. Subdivision names, or similar naming, which are not contiguous cannot be used.
  - (c) The applicant will be allowed time to provide additional information after staff review of the Preliminary Plat Application. Such additional information must be provided a minimum of 14 calendar days before the Planning Commission Meeting in order to meet the required publication deadline. Failure to provide the required additional information may result in the application being continued to a future meeting as determined by the Administrative Official.
  - (d) If the Applicant elects to not proceed with the Preliminary Plat after the public notice has been sent in for publishing, the Applicant must provide a written request to the Administrative Official, requesting a delay and provide a date for the next Planning Commission meeting they wish to place it on the agenda. The placement on the agenda will be subject to the approval of the Administrative Official.
  - (e) The Administrative Official shall submit a written recommendation for action to the Planning Commission.
4. Planning Commission and City Council Action
  - (a) The Planning Commission, following at least ten calendar days published notice, shall hold a public hearing on each Major Subdivision and, following such public hearing, shall take action on the application. The Planning Commission may recommend approval, conditional approval, non-approval with no recommendation, or denial of the preliminary plat to the City Council.
  - (b) Following action by the Planning Commission, the Commission shall submit minutes summarizing the Commission's action to the City Council.
  - (c) The City Council, upon receipt of the recommendation of the Planning Commission, shall take action on the application.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

(d) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:

- (1) The general terms and conditions under which the plat was approved will not change.
- (2) The applicant may submit for approval a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.
- (3) The preliminary plat approval shall stay in force for a period of two years from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat.
- (4) Phased Subdivisions: The final plat may be submitted in phases. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision if indicated by the Developer at the time of submission and included in the initial phase Development Agreement, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

### e. Final Plat Application Process

#### 1. Application Requirements

Except for a Concurrent Plat Approval Procedure, the applicant shall prepare and submit an application for final plat approval within two years of the preliminary plat approval unless an extension has been granted by the City Council. The application for final plat approval shall be submitted through the City's website application submittal platform. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda. In order to attempt for the final application to be considered the next month after the preliminary plat obtained approval, the application submittal shall be at least nineteen (19) calendar days before the Planning Commission meeting. Meeting this submittal deadline does not guarantee placement on the next Planning Commission Agenda as it is subject to receipt of all items. The application shall consist of a form established by the Engineering Department; the supporting documents required for Final Plat Approval of Major Subdivisions Table 3-1; a final subdivision agreement as required by paragraph 2 hereinafter; a final plat of all lots, blocks and parcels that are affected by the application prepared by a State of Nebraska Licensed Surveyor, and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the Planning Commission agenda. A note, as required by State Statute, this includes the time needed to advertise for a public hearing. Thus, in order to keep the process on schedule, the applicant is strongly encouraged to include of the complete submittals at the time of the initial application. The applicant shall notify the Board of Education of each school

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

district in which the subdivision is located of the Planning Commission meeting at which such plat is to be considered and shall further submit a copy of the proposed final plat to the Board of Education at least ten days prior to such meeting. The developer shall furnish the Administrative Official with proof that a copy of the final plat was delivered.

### 2. Final Development Agreement

The Final Plat application shall include the Final Development Agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon with the action on the Final Plat. The developer's attorney shall work with the City's attorney to obtain approval. Developer's ready for signature Final Development Agreement must be obtained and to the City no later than 6 calendar days prior to the Planning Commission meeting acting on the Final Plat.

### 3. Final Plat Review Procedures

- (a) After submission of a complete application for a final plat, the Administrative Official and staff shall review the application. This includes the mutual approval of the final development agreement between the developer's attorney and city attorney, including the developer's signature and notary, resolution and deed of dedication.
- (b) The applicant will be allowed time to provide additional information after staff review of the Final Plat Application. Such additional information must be provided 14 calendar days before the Planning Commission Meeting in order to meet the advertisement deadline. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) If the Applicant elects to not proceed with the Preliminary Plat after the public notice has been sent in for publishing, the Applicant must provide a written request to the Administrative Official, requesting a delay and provide a date for the next Planning Commission meeting they wish to place it on the agenda. The placement on the agenda will be subject to the approval of the Administrative Official.
- (d) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

### 4. Performance Bond

The development agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternatively, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### 5. Resolution and Deed of Dedication

The applicant shall be responsible for preparing and furnishing in proper form a Resolution approving said final plat for execution by the City, and if said Addition is being brought into the corporate limits of the City or includes any dedication of public right-of-way or easements, said applicant shall prepare and furnish in proper form a Deed of Dedication for said Addition, along with a Resolution accepting the same, for execution by the City. The developer's attorney shall work with the City's attorney to obtain approval.

### 6. Final Plat Approval

- (a) The Planning Commission, following transmittal of the written recommendation of the Administrative Official, shall hold a public hearing to review the final plat for the following criteria: for compliance with the Columbus Land Development Ordinance and other applicable local, state or federal statutes and regulations, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat approval. Unless the Planning Commission agrees to recommend approval of said plat subject to contingencies, all deficiencies or contingencies or changes identified through the Preliminary Plat approval process are required to be made prior to the Planning Commission Meeting or need to be addressed in the Development Agreement. Developer's signature of the Final Deed of Dedication must be obtained and submitted to the City no later than 6 calendar days prior to the City Council meeting acting on the Final Plat. If the final plat meets all the criteria as set forth above, the Commission shall have no recourse but to recommend approval of the final plat. If the Planning Commission finds in its review that the submitted final plat has not met the above criteria it shall take action to recommend approval or denial to the City Council or continue the public hearing to allow the Applicant time to correct the same.
- (b) Following such public hearing, the Commission shall submit minutes on the final plat to the City Council. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing, the Planning Commission shall hold a separate public hearing for which at least ten calendar days published notice must be given, on the inclusion of the addition within the corporate limits. Following such public hearing, the Planning Commission shall take action to recommend approval, non-approval, or denial thereof to the City Council.
- (c) The City Council, following at least ten calendar days published notice, shall hold a public hearing on each final plat and on the Development Agreement to determine if the final plat meets all requirements of the Columbus Land Development Ordinance and other applicable local, state or federal statutes and regulations, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat. Following such public hearing it shall take final action by way of resolution on the application. Any contingencies, deficiencies or changes attached to the preliminary plat approval and/or requirements of the Engineering Department must be completed prior to the final plat approval. If

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

the City Council finds in its review that the submitted final plat has not met the above criteria it may continue the public hearing to allow the Applicant time to correct the same. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing on the final plat, if the final plat is approved, the City Council shall hold a separate public hearing, for which at least ten calendar days published notice has been given, on the inclusion of the addition within the corporate limits. Following such public hearing, the City Council shall, by separate vote, take final action by way of resolution.

(d) The City Council is further empowered to grant waivers of a section of the Subdivision Chapter after a waiver request has received a recommendation from the Planning Commission.

f. Filing the Final Plat

1. Following City Council approval of a Final Plat that received a prior recommendation from the Planning Commission, the Chair of the Planning Commission and the Mayor of the City of Columbus shall sign the final plat which shall be a reproducible mylar of the subdivision plat.
2. Applicant shall provide an electronic version of the final plat in an approved electronic format within four calendar days of the City Council approval.
3. Applicant shall provide the City a complete signed original, reproducible final plat within fourteen (14) calendar days of City Council approval.
4. The subdivider must file the plat with the Platte County Register of Deeds along with all applicable covenants and other documents within 90 calendar days of the execution of the plat by the Chair of the Planning Commission and the Mayor in accordance with state statute.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

**TABLE 3-1: Application Requirements**

Submittal Requirements:

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>PLAT INFORMATION</b>				
Name, email, mailing address of owner and applicant.	X	X	X	X
Name, phone number, email, mailing address, signature, license number, seal and address of engineer, land surveyor, architect, attorney, planner, and/or landscape architect, as applicable, involved in preparation of plat.	X	X	X (no legal surveyor signature required)	X
Title block, denoting type of application, legal description in an approved electronic format, and general location.	X	X	X	X
Key map.	X	X	X	X
Aerial boundary map with adjacent features.	X	X	X	X
Present and proposed zoning.		X	X	
North arrow, date, and graphic scale.	X	X	X	X
Proof that taxes are current.		X	X	
Signature blocks for Planning Commission Chair and Mayor.			X	X
Signature block for Administrative Official, and Clerk.	X	X		
Appropriate certification block.	X	X	X	X
Monumentation.	X	X	X	X
Acreage of tract.	X	X	X	X

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>PLAT INFORMATION</b>				
Date of original and all revisions.	X	X	X	X
Location, dimensions, and names of existing and proposed streets.	X	X	X	X
All proposed lot lines, lot dimensions, lot bearings, setback lines, and lot areas in square feet.	X	X	X	X
Remaining property parcel layout of roadways and lots, upon request if applicable.		X	X	
Existing and proposed easements or land reserved for or dedicated to public use; existing and proposed ROW and trails	X	X	X	X
<b>ENVIRONMENTAL INFORMATION</b>				
All existing waters of the US, floodways and floodplain within 200 feet; FIRM map designations	X	X	X	X
Loup River Levee or Lost Creek Flood Control within 500 feet.	X	X	X	
Existing ROW's and easements adjoining the subdivision.	X	X	X	X
Topography adequate to provide one-foot contours in city approved vertical datum (no assumed datum). Spot elevations on critical features and grid topography		X	X	
Floodplain Development Permit	X	X	X	

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>IMPROVEMENTS AND CONSTRUCTION INFORMATION</b>				
Proposed utility infrastructure plans including water, sanitary sewer, and storm water management.			X	
Special construction details as required.			X	
Roadway and paving cross-sections.			X	
Table 3-2 STF identification with completed information			X	
Proposed roadway names.			X	X
Proposed Block and Lot numbers.	X	X	X	X
Easements as requested or required for all public and private utilities.				X

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>GRADING AND DRAINAGE PLAN (separate plan sheet) Submittal of a copy of the preliminary plat or design plans without the additional items below is not acceptable and will be considered an incomplete submission.</b>				
Site plan topographic survey adequate to provide one-foot contours in city approved vertical datum (no assumed datum). Spot elevations on critical features.		X	X	
Proposed finish elevations of streets			X	
Proposed finish elevations of ditches/swales		X	X	
Proposed finish grade elevations at each lot building setback		X	X	
Existing site drainage system		X	X	
Proposed site drainage system with elevation at end points		X	X	
Drainage area key map and calculations including from off-site area traveling through the proposed system		X	X	
Stormwater treatment post-construction facility including elevations and special construction details. Includes Table 3-2 STF identifier on the drainage plan complete with data		X	X	
Floodplain or floodway from latest Flood Insurance Rate Maps (FIRM)		X	X	

**CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION**

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>PLAT INFORMATION</b>				
Identify planned or existing trail locations		X	X	
Certifications and seals from licensed Professional Engineer or Legal Surveyor, as required by Ordinance	X	X		X
Draft Development Agreement.		X	X	
Final Development Agreement, Resolution and Deed of Dedication		X		X
Additional information if requested by the Administrative Official and/or Planning Commission	X	X	X	X
Proof of submission to the school district		X	X	X
Proof of submission to all applicable utility providers			X	
Written waiver request, if applicable			X	
<b>SUBMITTAL</b>				
Completed Application	X	X	X	X
Payment of Application Fees	X	X	X	X
Electronic Submittals	X	X	X	X
Initial submittal bonded copy of plat and electronic copy. Upon review provide reproducible plat and updated electronic copy	X	X		X
Bonded Copy of Plat and electronic copy.			X	

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

**Table 3-2: Storm Water Treatment Facility Identifier**

<i>STF Type</i>	<i>STF Location (Lat/Long)</i>	<i>Drainage Area (Acres)</i>	<i>Design WQCV (cf) or <math>Q_{wQ}</math> (cfs)</i>	<i>WQCV (cf) or <math>Q_{wQ}</math> (cfs) Provided</i>

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### **4 ARTICLE FOUR: CIRCULATION SYSTEM DESIGN**

#### **4-1 Purpose**

The purpose of this Article is to assure the development of functional and safe circulation patterns within new subdivisions, in order to encourage economical and effective movement of motor vehicles, bicycles, and pedestrians; provide access for public safety vehicles; and encourage the development of circulation systems that enhance the quality of life within new and existing neighborhoods in the City of Columbus and its planning jurisdiction.

#### **4-2 General Standards**

The design of circulation systems should conform to the following general standards and requirements:

- a. Roadway System Design
  1. The road system shall be designed to permit safe and orderly movement of traffic, to meet but not exceed needs of the present and future served population; to be simple and logical; to respect natural features, topography, and landscape; and to present an attractive streetscape.
  2. The system shall conform with the City's Comprehensive Plan, Long Range Transportation Plan, and State of Nebraska Board of Classification and Standards. For streets not shown on the Comprehensive Plan and Long-Range Transportation Plan the arrangement of public streets shall provide for the logical extension of existing public streets, proposed public streets with area developments, and access to adjacent area properties.
  3. The Administrative Office or City Engineer may require a traffic impact study and/or air space study of the area of the development in order to assist in determining impact, roadway classification, traffic control features, safety, and so forth. Approval of study is by applicable official and city council is required.
  4. The street network of a subdivision should provide for logical, continuous extensions of public streets to subsequent, later developments as determined by the Administrative Official and City Engineer.
- b. Pedestrian and Bicycle Systems
  1. A continuous pedestrian system shall be provided within each non-industrial subdivision, designed to conduct pedestrians between every point in the subdivision in a safe manner.
  2. In conventional subdivisions, the pedestrian system will ordinarily be provided by sidewalks placed parallel to and on both sides of each street, with exceptions permitted to preserve natural features or the use of trails to create visual interest.
  3. In overlay districts and Non-traditional Residential Parks and Subdivisions, the pedestrian system may be an independent network diverging from streets but providing continuous pedestrian access between all points.
  4. All aspects of the pedestrian system, including sidewalks and intersection crossings, must be designed to comply with the Americans with Disabilities Act.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

5. Bikeways or recreational trails shall be required only if specifically indicated by the Comprehensive Plan, Long Range Transportation Plan, or Master Trail Plan. Any land dedicated for trail development shall be credited toward the satisfaction of pedestrian system and open space standards set forth by this ordinance. Developer is responsible for construction, cost, and snow removal, in lieu of a sidewalk at these locations.

### **4-3 Street Hierarchy and Design**

1. Characteristics of the Hierarchy
  - (a) Streets shall be classified according to a street hierarchy with design tailored to function with existing and proposed traffic or turning movements.
  - (b) Each street roadway shall be classified and designed to meet appropriate standards.
  - (c) The categories, functions, and projected traffic loads of the street hierarchy are set forth in Table 4-1.
2. Cartway Width
  - (a) Cartway width for each street classification is determined by parking and curbing requirements based on form or intensity of adjacent development.
  - (b) To promote economic development of streets, minimum cartway widths shall be used. Minimum cartway widths are set forth in Table 4-2.
3. Curbs, Gutters, and Shoulders
  - (a) Curbing shall be required for the purposes of safety, drainage, and protection of the pavement edge, as set forth in Table 4-3.
  - (b) Requirements for curbs vary according to street function and the nature of adjacent development and expected future use of the area in accordance with the Future Land Use Map of the Comprehensive Plan. Adjacent development is defined as urban or rural as follows:
    - (1) Rural: Rural Residential or predominately agricultural land.
    - (2) Urban: Residential land use; or adjacent land uses which include commercial, office, industrial, or civic use types.
  - (c) Where curbing is not required, edge definition, shouldering, and stabilization shall be provided.
  - (d) Shoulders, when developed, shall be at least six feet in width, or greater if required by the State of Nebraska Board of Classifications and Standards, on each side for all streets; and located within right-of-way. Swale width is site-specific. Shoulders shall be stabilized with turf or other acceptable material.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

- (e) All curbs shall provide ramps for accessibility by handicapped people consistent with the requirements of the Americans with Disabilities Act.
  - (1) Curb construction shall follow standards established by the City of Columbus.
  - (2) Curb cuts for driveways may be ground smooth to a two-inch drop curb in residential. Maximum curb cut length as measured along the street back of curb is 40 feet including any radii or wings. Radii or wings matching into the public street must remain within the property as projected.
  - (3) Curb cuts may be ground smooth to a two-inch drop curb in commercial areas with lots less than 4,500 square feet in total size. Maximum throat width is 30 feet with a maximum curb cut length with two 20-foot radii measured along the street back of curb is 70 feet. Radii returns matching into the public street must remain within the developed property as projected.
  - (4) Curb cuts in commercial areas with lots greater than 4,500 square feet in total size shall be sawed straight and removed to a 2-foot lug and a two-inch drop curb to total pavement thickness shall be constructed. Grinding is not accepted. Maximum throat width is 40 feet. The maximum curb cut length as measured along the street back of curb with two 20-foot radii is 80 feet and 30-foot radii is 100 feet. Radii returns matching into the public street must remain within the development property as projected.
  - (5) Curb cuts in industrial areas shall be sawed straight and removed to a 2-foot lug and a two-inch drop curb to total pavement thickness shall be constructed. Grinding is not accepted. Maximum throat width is 50 feet. The maximum curb cut length as measured along the street back of curb with two 20-foot radii is 90 feet up to a maximum of 50-foot radii is 150 feet. Radii returns matching into the public street must remain within the development property as projected.

### 4. Sidewalks

- (a) Sidewalk requirements are determined by road classification and intensity of development, as set forth in Table 4-3.
- (b) Where sidewalks are not otherwise required by Table 4-3, the City may require their installation if necessary to provide access to generators of pedestrian traffic or major community features; to continue a walk on an adjacent street; to link parts of the city; or to accommodate future development.
- (c) In conventional residential and commercial development, shall be placed generally parallel to streets within right-of-way located 4-foot from the property line. Exceptions are possible to preserve important natural features or to accommodate topography or vegetation; when applicant shows an alternative for a safe and convenient pedestrian system; or in creative subdivisions.
- (d) In the B1 zoning district, sidewalks may abut curb. Subject to the approval of the City Engineer. Sidewalk landscaping requirements must be met.
- (e) Pedestrian easements at least 12 feet in width may be required through the center of blocks over 600 feet in length if deemed necessary by the approving authorities to provide access to schools or community facilities; or to maintain a continuous pedestrian network within and between subdivisions and districts of the City of Columbus and its jurisdiction.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

- (f) Sidewalks shall provide a clear paved path of at least four foot in width or six feet along parking areas or curb lines, free of any obstructions a minimum of one foot on both sides.
  - (g) All sidewalks shall be constructed according to current standards in use by the City of Columbus. Sidewalks shall be of concrete construction a minimum of four inches thick in residential and five inches thick in commercial and industrial except at points of vehicular crossing where they shall be a minimum of six inches thick or thicker in commercial and industrial areas subject to the approval of the City Engineer.
  - (h) All sidewalks, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act.
5. Bikeways and Recreational Trail
- (a) Bikeways and recreational trails shall be required in subdivisions when specified as part of the comprehensive development plan or master trail plan.
  - (b) All off-street recreational trails shall be of ten feet in width for two-way traffic and comply with the Americans with Disabilities Act. Surfacing of trails shall be concrete minimum of 6 inches thick. Gradients for bikeways and recreational trails should not exceed five percent, except for American's with Disability Act ramps or other preapproved rare occurrence. . Requests to revise trail width to eight feet or paving to asphalt and crushed aggregate surfacing are location and usage dependent and subject to the approval of the City Engineer.
  - (c) Recreational trails may satisfy part of the requirements of this ordinance for sidewalks or open space.
  - (d) Trails shall provide a clear path free of any obstructions a minimum of one foot on both sides.
  - (e) All residential streets shall utilize bicycle safe drainage grates at storm sewer inlets.
  - (f) All trails, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act.
6. Right-of-Way
- (a) Measurement: The right-of-way of a street shall be measured from lot line to lot line, and shall be wide enough to contain the cartway, curbs or shoulder, sidewalks and sidewalk setbacks, other necessary graded areas, and utilities.
  - (b) Any right-of-way that continues an existing street shall be no less than that of existing street.
  - (c) The requirements for right-of-ways for functional categories of roads is set forth in Table 4-3.
  - (d) Dedications: Dedications of right-of-way for collector, sub collector, community, or arterial streets shall be made consistent with the comprehensive development plan.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 7. Street Design Standards

#### (a) Pavement

- (1) All streets shall be paved to current standards utilized in the City of Columbus except:
  - a. Local streets in rural intensity residential subdivisions. In these settings, streets may utilize an aggregate or crushed rock surface of sufficient thickness and with an adequate base to provide a durable surface. All connections and access to existing paved roadways must be concrete paved.
  - b. Courts or Plaza not within the corporate limits or being annexed as part of the development, may utilize a minimum thickness of six-inch aggregate or crushed rock surfacing, provided that such courts or lanes remain in private or private cooperative ownership.
- (2) Street pavement thickness shall relate to the role of the street in the hierarchy, sub-grade conditions, and pavement type.

#### (b) Continuity of Arterial or Collector Streets

- (1) No subdivision shall prevent the extension of arterial or collector streets through and beyond the subdivision. Private Streets cannot emulate a public street or prevent the logical extension of public streets or those planned in the Comprehensive Plan. The subdivider may plan and design collector streets not designated in the Comprehensive Development Plan subject to the approval of the City Council.

#### (c) Arterial Street Construction Alternate

- (1) Where the condition of the existing arterial roadway is in satisfactory condition, concrete, and constructed in accordance with the State of Nebraska Board of Classification and Standards, the developer may elect to pay a Public Infrastructure Improvement Impact Fee in lieu of improving the roadway, earthwork, storm sewer and other potential impacts of such improvements section at the time of development.

#### (d) Cul-de-sacs and Street Bulb-Outs

- (1) Cul-de-sac streets designed to have one end permanently closed shall not exceed 350 feet in length as measure from the radii points, unless a variance is granted. Cul-de-sacs designed with restricted vision from entrance to end shall be required to place a 'No Outlet' sign by the Developer at the entrance of the Cul-de-sac road. The terminating end of a cul-de-sac shall have a minimum radius of 50 feet.
- (2) Street bulb-outs may be utilized on Local streets if approved by the City Engineer.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### (e) Street Intersections

- (1) Streets shall intersect as nearly at right angles as possible, unless limited by topography, existing street alignments, or other clearly defined constraints. No street shall intersect any other street at less than 60 degrees.
- (2) In most cases, no more than two streets should intersect at a single intersection.
- (3) Local street intersections with major arterials should be avoided.
- (4) New intersections along one side of an existing or proposed street shall align with intersections on the other side of the street. Offsets between adjacent intersections shall measure at least 125 feet between centerlines of any streets, major private street or commercial access. The use of T-intersections is encouraged on local streets within the interior of a subdivision. Roundabouts or residential mini-roundabouts or other traffic calming features are also encouraged or otherwise required by the Comprehensive Development Plan or City Engineer and subject to the approval of the City Council.
- (5) Street intersections shall be rounded with a minimum radius of 20 feet on Local and Collector roads and a minimum radius of 30 feet on Minor and Other Arterial and Major Arterial roads. Larger radius comparable cutoffs or chords in place of rounded corners may be required on all types of Arterial roads.
- (6) Intersections and driveways shall not be within 200-feet of all types of Arterial roadways, major roundabouts, or signalized intersections. Driveway requests closer than 200 feet in residential area may be requested and are subject to the City Engineer's review and approval.

### (f) Block Size

- (1) The length, widths, and shapes of blocks shall be suited to the proposed area land use and design of the proposed subdivision and area properties. Blocks within residential areas should generally not exceed 1200 feet in length, unless necessitated by exceptional topography or other demonstrable (non-financial) constraints.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 8. Street Names

- (a) No street names shall be used which will duplicate or be confused with the name of existing streets as approved by the City Engineer. Streets shall be named according to the following system subject to City Engineer and City Council approval:

<b>Street Direction and Type</b>	<b>Name</b>
North-South	Numbered Avenues
East-West	Numbered Streets
Short Streets and Angles	Named Lanes or Drives
Long Angle Arterial Streets	Named Parkway or Boulevard
Cul-de-sacs	Named Places
Intermediate Streets	Named Streets (if E-W) or Avenues (if N-S)
Private Streets	Named Court (East-West) and Named Plaza (North-South)

### 9. Adjacency to Arterials and Railroads

- (a) Where the subdivision is adjacent to or contains a street designated as a major or minor arterial or expressway, provision shall be made for marginal access streets approximately parallel and adjacent to the boundary of such right-of-way. Design features may be necessary to provide adequate protection of residential or commercial property and separation of through and local traffic as determined by the City Engineer.
- (b) Where the subdivision is adjacent to or contains a railroad right-of-way or limited access highway or arterial, the City Engineer may require a street approximately parallel to and on each side of the right-of-way at a distance suitable for appropriate use of the intervening property. These distances shall afford opportunities for safe approach grades and future grade separations.

### 10. Prohibited Practices

- (a) The following design practices shall be prohibited:
- (1) Privately-owned reserve strips controlling access to streets, sidewalks, trails, utilities or similar.
  - (2) Private Streets emulating public streets and allowing continuation of local, collector or arterial existing roadways or those planned in the Comprehensive Plan.
  - (3) Half-or reduced standard width streets.
  - (4) Public alleys, except in a B1 zoning district.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### **4-4 Alleys**

#### **a. Applicability**

Private alleys may be provided to supplement public roadways. Such private alleys may only connect to Local roads.

#### **b. Alley Design**

1. Minimum width of alleys shall be 20 feet.
2. Alley intersections and sharp changes in alignment shall be avoided.
3. Valley gutters may be used at alley and T-intersections subject to approval of the City Engineer.
4. Dead-end alleys shall be avoided if possible. If necessary, dead end alleys shall be provided with adequate turnaround facilities, as determined by the Planning Commission. All barricading and signage is the responsibility of the Developer.
5. Alley design in Commercial zones shall follow the National Fire Protection Agency requirements as administered by the Nebraska State Fire Marshall's Office.
6. Alley design in Residential zones or for residential uses shall follow the International Fire Code.

### **4-5 Lighting and Wiring**

#### **a. Street Lighting**

1. Street lighting shall be provided by the Developer along all streets in urban residential subdivisions or in any commercial or industrial subdivision, according to an approved lighting plan designed by the local public power utility company, or using guideline standards published in the Lighting Handbook of the Illuminating Engineering Society of North America. Lamps shall be light emitting diode (LED) and of type and manufacturer approved by the local public power utility.
2. The height and shielding of lighting standards shall provide proper lighting without hazard to drivers or a nuisance to residents. The design of lighting shall be appropriate to the development and to the City of Columbus.
3. Lighting within the Airport Runway Protection Zone or Approach Zones may require FAA pre and post approval and Nebraska Department of Transportation Aeronautics Division approval.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### b. Underground Wiring

1. All electric, telephone, television, cable TV, data, fiber optics, and other communication lines shall be provided by underground wiring within public easements or public right-of-way, except where in the opinion of the approving authorities, such location is not practical and feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to lessen their visual impact.
2. New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground. Relocation of existing above ground power lines with above ground power lines which are needed for development is subject to pre-approval of the Administrative Official.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

**TABLE 4-1: Street Hierarchy**

Residential Street Type	Function	Guideline Maximum ADT
<b>Private Street or Frontage Road (Private)</b>	Street providing private or controlled access must meet State Fire Marshall turnaround requirements for emergency vehicles and NFPA standards. Private streets may not emulate public streets or prevent the logical extension of existing public roadways or those planned in the Comprehensive Plan.	120-150
<b>Local</b>	Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed.	250-1,000
<b>Collector</b>	Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Driveway access shall be minimized. Collectors may be eligible to use the city's Federal Funds Purchase Program funding.	1,000-5,000
<b>Minor and Other Arterials</b>	Provides community wide access between residential neighborhoods and to other activity centers in Columbus, including Downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited. Other arterials should be excluded from residential areas. Driveway access is not allowed. Traffic control features at intersections may be required. Minor and Other arterials may be eligible to use the city's Federal Fund Purchase Program funding.	5,000-15,000
<b>Major Arterial</b>	Inter-regional road in the street hierarchy. Conveys traffic between activity centers, often at high speeds and with limited access. Should be excluded from residential areas. Driveway access is not allowed. Traffic control features at intersections may be required. Major Arterials may be eligible to use the city's Federal Funds Purchase Program funding.	15,000+

**CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN**

**TABLE 4-2: Cartway Width**

<b>Street Type</b>	<b>Moving Lanes</b>	<b>Parking Restrictions</b>	<b>Total Width Measured back of curb to back of curb</b>	<b>Maximum Grade</b>
<b>Private Street or Frontage Road (Private)</b>	Two 12-foot	None, but must meet NFPA standards	24 feet	10%
<b>Local</b>	Two 12-foot	None	33 feet	10%
<b>Collector</b>	Two 12-foot through lanes	May be limited, must meet NFPA standards	33 feet	10%
<b>Minor and Other Arterials</b>	Each through land 12-foot and/or Two 12-foot with one 14-foot center lane	No parking	41 feet	7%
<b>Major Arterials</b>	Three or more 12-foot	No parking	Minimum 41 feet	Meet design guidelines

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 4-6 Arterials

Arterial street width, including frontage roads, is determined by state standards, designation of individual street or roadway segment, logical extension of roadway segments, and design as determined by the City Engineer.

**TABLE 4-3: Curb, Sidewalk, and Right-of-Way Requirements**

<b>Street Type</b>	<b>Curb / Shoulder</b>	<b>Sidewalk</b>	<b>Sidewalk Setback</b>	<b>Total ROW</b>
<b>Private Street or Frontage Road (Private)</b>	Curb with 2-foot turf shoulder	Required	No Setback. Sidewalk to be located on the private street lot.	Minimum of 32 feet (lot with public easement)
<b>Local - Rural</b>	Minimum 6-foot turf	May Not be Required	NA	60 or 66 feet*
<b>Local - Urban</b>	Curb	Both sides	4 feet or 2 feet in cul-de-sacs	60 or 80 feet*
<b>Collector</b>	Curb	Required both sides	4 feet	60 or 80 feet
<b>Minor or Other Arterial</b>	Curb	Both Sides	4 feet or greater as approved by City Engineer	100 feet or greater*

Arterials

(\*) Arterial right-of-way, design and width, including frontage roads, is determined by state standards, designation of individual street or roadway segment, logical extensions, and as determined by the City Engineer.

Right-of-way

Additional right-of-way for triangular or curved at intersections may be required to meeting turning radii, sidewalks with ramps, utilities, traffic signals, boulevards, and so forth.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

### **5 ARTICLE FIVE: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE**

#### **5-1 Purpose**

The purpose of this Article is to assure that all subdivisions developed in the City of Columbus and its jurisdiction are adequately furnished with necessary public services. These services include adequate water, waste management, and storm water drainage utilities; and park and open space resources.

#### **5-2 Water**

##### a. Connection

1. All installations shall be properly connected to an approved and functioning community water system and in accordance with any and all design and construction manuals.
2. Where City water is accessible within 300 feet of the final plat, the subdivider shall connect to the system and provide adequate lines and stubs to each lot. When City water is not accessible within 300 feet of the final plat, the subdivider shall make provision for a water supply and future connection agreement acceptable to the City Engineer.
3. If a public water supply system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the Rural Water District, or other authorized agency, the City may require installation of a capped system or dry lines. Alternatively, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision to a future public water supply.
4. All proposals for new water supplies, extensions, or main installation shall be approved by the appropriate public agency, including the State of Nebraska Department of Environment and Energy and the City of Columbus.
5. The Developer shall be responsible for the location of the Water and Sanitary Sewer service lines so that the purchaser of the lot can locate them. If the purchaser cannot locate the Water and Sanitary Sewer service lines, the Developer shall be responsible for determining their location including all costs. The Developer shall provide the City with an as-built drawing showing the location of all utility and service lines.
6. City of Columbus final approval of the system, and if applicable, the State Fire Marshall approval of the fire protection system, shall be obtained prior to issuance of building permit or final occupancy permit.

##### b. Capacity

1. The water supply system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
2. The demand rates for all uses, including emergency fire demand, shall be included in the computation of total water demand.
3. Water mains shall be a minimum of six inches in residential and commercial zones and a minimum of eight inches in industrial zones, subject to a Developer provided study, which may be required by the City Engineer, Comprehensive Plan and/or Citywide Water Study which may increase the sizes required.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

4. Hydrants spaced for necessary fire flow and provided with adequate means of drainage. All property shall be within 300 feet of a fire hydrant. Fire hydrants shall be placed at all intersections and ends of mains.
5. Water mains shall be looped to eliminate permanent or long-standing dead-end lines, including through cul-de-sacs.
6. Installation of water systems shall conform to Nebraska Department of Environment and Energy and community design standards in use within the City of Columbus.
7. All final plats shall include a certification from a registered State of Nebraska Professional Engineer that the water supply system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Nebraska Department of Environment and Energy, to the best of his/her knowledge and belief.

### **5-3 Sanitary Sewers**

#### a. Connection

1. All installations shall be properly connected to an approved and functioning sanitary sewer system and in accordance with any and all design and construction manuals. Sewer services lines shall be tapped to sewer mains at the upper pipe limit and not at the flowline.
2. Where City sanitary sewer is accessible within 300 feet of the final plat, the subdivider shall connect to the system and provide adequate lines and stubs to each lot. When City sanitary sewer is not accessible within 300 feet of the final plat, the subdivider shall make provision for a sanitary sewer supply and future connection agreement acceptable to the City Engineer.
3. If the City creates a sanitary sewer extension district each benefiting property in accordance with State Statutes will have a special assessment. Special assessments shall be computed on the basis of proportionate costs and benefits of necessary extensions including sanitary sewer lift stations. Assessments shall be made on an area basis of benefiting property.
4. If system is not in place or cannot be developed, the developer must provide individual subsurface disposal systems where appropriate, with design taking into consideration site density, soil, slope, and other conditions and obtains approval from the Nebraska Department of Environment and Energy. Subsurface or septic systems are not permissible on any lot created if the overall density of the subdivision is greater than one unit per 1.5 acres, if individual lots are smaller than one half of an acre, if restricted by the Nebraska Department of Environment and Energy or any lot which has a property line which is within 300 feet of the public sanitary sewer system.
5. If a sanitary sewer system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the County, the Nebraska Department of Health, or other authorized agency, the City may require installation of a capped system or dry lines. Alternatively, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision of a future sanitary sewer system.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

6. All proposals for new public sanitary sewer systems or extensions of existing systems shall be approved by the appropriate public agencies including the State of Nebraska Department of Environment and Energy and the City of Columbus.
  7. City of Columbus final approval of the system, and if applicable the State Electrical Inspector for the lift station system, shall be obtained prior to issuance of building permit or final occupancy permits.
  8. The Developer shall be responsible for the location of the Water and Sanitary Sewer service lines so that the purchaser of the lot can locate them. If the purchaser cannot locate the Water and Sanitary Sewer service lines, the Developer shall be responsible for determining their location including all costs. The Developer shall provide the City with an as-built drawing showing the location of all utility and service lines.
- b. Capacity
1. The sanitary sewer system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
  2. Installation of sanitary sewer systems shall conform to community design standards of the Nebraska Department of Environment and Energy and those in use within the City of Columbus.
  3. Sanitary sewer mains shall be a minimum diameter of eight inches or as required in a developer provided study as may be required by the City Engineer, the City Comprehensive Plan and/or the Citywide Sewer Study.
  4. Sanitary sewer manholes shall be a minimum of 48-inches in diameter and separation shall not be more than 350 feet and shall be placed at bends, main connections, end of mains and all service connections in diameter 6 inches and greater.
  5. All final plats shall include a certification from a registered Professional Engineer that the sanitary sewer system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Nebraska Department of Environment and Energy, to the best of his/her knowledge and belief.

### **5-4 Storm Sewers and Storm Water Management**

- a. Design
1. All subdivisions shall have a post-construction storm water treatment facility and detention system in accordance with the Storm Water Management Plan and City Code Chapters 53 and 54. This system shall be discussed at the pre-application DRT meeting and shall address routing of storm waters after they leave the subdivision, as well as the available drainage courses or storm sewers in the immediate vicinity of the subdivision.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

2. The design of the storm water management and treatment system shall be consistent with general and specific concerns and standards of the Comprehensive Development Plan, Storm Water Management Plan, Drainage Manual, and the drainage control programs of applicable public agencies. Design shall be based on environmentally sound site planning and engineering techniques and in accordance with the City Stormwater Drainage Manual.
  3. To maximum degree possible, drainage from subdivisions shall conform to natural contours of land and not disturb pre-existing drainage ways.
  4. Adjacent properties which may be pre-development burdened with surface waters should have the effects ameliorated as much as possible.
  5. Peak flow rates out of the subdivision or development shall not exceed pre-development rates. Detention system must be provided within the development, as part of a regional system, or other city program. The detention system must be located a minimum of 10 feet from any public right-of-way.
  6. Design shall use the best available technology to minimize off-site runoff, encourage natural filtration, simulate natural drainage, and minimize discharge of pollutants.
  7. No surface or point source water may be channeled into a sanitary sewer system.
  8. Where possible, a subdivision's drainage system shall coordinate with that of surrounding properties or streets.
  9. The pre-application information should include drainage impacts and shall be discussed with the DRT members.
  10. Post-construction stormwater treatment and detention system within the development must remain to be owned by the Developer, home owners association or similar association or district. They cannot be sold in part of whole to individual property owners in residential or commercial districts. The Environmental Protection Agency and the Nebraska Department of Environment and Energy require privately owned and operated systems to be inspected and maintained in accordance with a Maintenance Agreement as made part of the Development Agreement. Publicly owned and operated systems have the same inspection and maintenance requirements.
- b. Construction Stormwater Pollution Prevention Plan and Notice of Intent
1. In accordance with the Environmental Protection Agency, Nebraska Department of Environment and Energy (NDEE) and City Code Chapters 53 and 54, and the Storm Water Management Plan (SWPPP), prior to disturbance of one acre, the Developer must obtain a NDEE Construction Runoff NOI which includes a Stormwater Pollution Prevention Plan and provide a copy to the City Engineering Department. The SWPPP must be developed and signed by a certified official.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

2. Individual residential or commercial developments which are at or over one acre and which the developer is maintaining their NOI do not have to submit their own NOI or SWPPP. However, if the development NOI is terminated, a NOI must be obtained through the NDEE.
3. Individual residential or commercial developments which are under one acre need to complete an Individual Lot Plan as part of the Building Permit process. If under one acre, you do not need a NDEE NOI unless due to the potential or actual contamination of waters of US, unless one is requested by the City Engineer.
4. The SWPPP Best Management Practice (BMP) must include perimeter stormwater protection by constructing a silt fence or other BMP that is applicable for the topography and situation, such as, waddles on side slopes. The use of earthen berms as a perimeter BMP is not acceptable usage. Additional BMPs shall be provided as designed and shown on the SWPPP including, but not limited to, inlet protection, wet land protection, track out pad(s), concrete wash out (if applicable) and signage.
5. Developer must notify the City Engineering Department, Project Manager, a minimum of 72 hours in advance of the following:
  - (a) Preconstruction conference location and time upon which the NOI, SWPPP, and contact information for the certified inspector shall be provided and discussed. The City Project Manager, and/or City Construction Observer, or another City designee, will attend the meeting.
  - (b) Upon final construction of the initial BMPs for an inspection and approval to proceed with the earthwork or construction phase.
6. BMPs and development must be inspected in accordance with the SWPPP by certified officials, keep SWPPP records and documents updated, and be available to report to the City or NDEE upon any inspection.
7. The Developer and Post-Construction owner or association must provide storm water treatment facility and detention inspections and maintenance in accordance with the Maintenance Agreement and Development Agreement for system on the development. Any required maintenance work must be completed within the required work timeline.

### **5-5 Easements**

#### a. Utility Easements

Public easements for utilities shall be provided for in the subdivision dedication allowing for the construction, maintenance, repair, and replacement of such facilities as required by the utility companies or City.

## CHAPTER 2, ARTICLE 5: PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

### c. Drainage or Environmental Easements

Where a subdivision is crossed by a watercourse, drainage way, channel, or stream, a storm water easement or a permanent drainage or environmental easement shall be provided, corresponding generally with the extent of such watercourse, together with any additional construction or expansion necessary to allow it to conduct and treat storm water adequately. Parallel streets or parkways may be utilized to preserve such drainage ways. Backlot utility or drainage easements a minimum of 10 feet in width, or wider for that required to carry the design and larger storm events as determined in the drainage calculations, shall be provided and shown on the plat.

### d. Other Easements

The subdivision shall provide easements for other public and private utilities that cross through it, in a form acceptable to the City or appropriate public agency.

### **5-6 Dedications**

Before final plat approval is granted to the subdivision, dedications to public use of all streets, alleys, other public right-of-ways, easements, or other parks and public lands shall be completed as required by this Ordinance.

### **5-7 Public Infrastructure Improvement Impact Fee**

#### a. Purpose

1. In the event infrastructure present is in a condition adequate to serve a proposed development, as determined by the City Engineer, the developer may elect to pay a public infrastructure improvement impact fee in lieu of making required public improvements or other payment agreement.
2. Such fee shall be determined by the City Engineer based on most recent, similar construction type.
3. If an agreement or impact fee is required, details shall be included in the Development Agreement.

## CHAPTER 2, ARTICLE 6: IMPROVEMENT PROCEDURES

### **6 ARTICLE SIX: IMPROVEMENT PROCEDURES**

#### **6-1 Purpose**

The purpose of this Article is to ensure the proper installation and maintenance of required streets, utilities, and other improvements. The agreement for improvements shall be structured to provide adequate assurances to the City while not adding unnecessary costs to the developer.

#### **6-2 Application**

- a. This article applies to subdivisions which require the installation of streets, utilities, or other public improvements by the developer.
- b. As a condition of the final approval of the plat and prior to its recording with the Platte County Register of Deeds, the City Council shall require and accept the following:
  1. The furnishing of a performance bond, letter of credit, cash escrow, or other guarantee in a form acceptable to the City, in an amount not to exceed 120% of the estimated cost of the improvement installation.
  2. A specification of the time allowed for the installation of improvements. This period may be extended by the City Council.
  3. The performance guarantee amounts and requirement, along with the permitted time for installation, shall be included within the Development Agreement negotiated between the City and the Developer and approved with the Final Plat.
  4. An Ordinance stating the requirements of the City can be used in lieu of Items 1, 2, and 3 above.

#### **6-3 Pre-Construction Conference**

- a. Prior to beginning construction the developer shall hold a pre-construction conference with adequate advanced notification, a minimum of 72 hours, to the City.
- b. In addition to the developer, attendance at the pre-construction conference shall include a representative from the design professional, city, general contractor, SWPPP inspector, public and private utilities and others which have a direct or indirect interest in the projects successful completion.
- c. The developer is responsible for taking and providing minutes of the pre-construction conference to the city within 7 calendar days of the meeting.

#### **6-4 Notification of Completion and Acceptance by City**

- a. Notification
  1. Upon substantial completion of all required improvements, the developer shall notify the Administrative Official and City Engineer in writing, as well as submitting a certification from the project design professional Engineer, registered in the State of Nebraska, attesting to the adequacy of the installation.
- b. Inspection and Acceptance
  1. The Administrative Official, City Engineer, or his/her designee shall reasonably observe all installations, and shall approve, partially approve, or disapprove of the installation.

## CHAPTER 2, ARTICLE 6: IMPROVEMENT PROCEDURES

2. If the installation is approved, the Administrative Official, City Engineer, or his/her designee shall notify the Developer of acceptance in writing. Such acceptance shall release the developer from liability pursuant to the performance guarantee for the installation. The City has the right to retain up to 10% of the value of the performance guarantee for a period of up to one year from the date of acceptance to remedy any deficiencies which appear during that period.
3. If improvements are not accepted or not completed within the specified time, the performance guarantee shall be forfeited and used by the City to complete satisfactory installation of improvements.
4. Prior to acceptance by the City, the developer shall provide to the City an as-built plan of the infrastructure of the subdivision including, but not limited to, all water, sewer and storm sewer utilities and stormwater treatment facilities. An as-built plan shall include elevations of the post-construction stormwater treatment facility. The as-built plan shall be electronic in a format acceptable to the City. No building permits or occupancy permits will be approved until such completed record drawing submittal is reviewed and approved.



**CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS**

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Industrial Uses</b>														
Custom Manufacturing									P	P	P	P	P	
Light Industry										S	S	P	P	
General Industry												P	P	
Heavy Industry													P	
Resource Extraction	S	S											P	6-6(a)
Salvage Services													P	6-6(b)
Warehousing												P	P	
Construction Yards												P	P	
Recycling Collection											P	P	P	
Recycling Processing												P	P	
<b>Transportation Uses</b>														
Aviation	P												P	
Railroad Facilities										S	S	P	P	
Truck Terminal											S (Note 2)	P	<u>P</u>	6-13
Transportation Terminal	S									P	P	P	P	
<b>Note 2 – See Section 6-13 governing the Special Use Permit for Truck Terminals within B-2 Zoning District.</b>														

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

2. The temporary placement of one (1) portable storage container not to exceed the size dimensions of eight (8) feet wide by eight (8) feet high by sixteen (16) feet long on a residential lot for the purpose of loading and unloading household contents shall be permitted for a time not to exceed ninety (90) days in a twelve (12) month consecutive period. Additional time is subject to City approval by the Building Official on a case-by-case basis. Additional containers on the same site require City approval by the Building Official prior to placement.
3. Portable storage containers shall not be used for long term storage.
4. No permit is required; however, the street address of the location the container is going to be placed and the date of placement shall be communicated by telephone, electronic mail, or in person, to the Building Official prior to the day the container is placed.
5. The property must be occupied by a principal residential building.
6. Containers are allowed in the front building setback but shall be placed a minimum distance of five (5) feet from any side or rear property lines. Preferred location is in the driveway of the residence, but in no case shall the container be placed in the street or encroaching on public right-of-way.
7. Signs on any portable storage container shall be limited to not more than twelve (12) square feet each, not to exceed one (1) per side. Signage on the container shall not be used for advertising off-premise businesses other than the company that owns and operates the container business.
8. No sales shall be conducted from a portable storage container.
9. All storage containers shall be clean and well maintained.

### **6-13 Supplemental Use Regulations: Truck Terminals**

Truck Terminals that are desired to be located in B-2 Districts may be approved pursuant to a Special Use Permit and must comply with the following requirements:

- a. The total maximum floor area of all buildings combined is limited to 75,000 square feet or less per site.
- b. A landscape bufferyard and screening is required around the perimeter of the site as set forth below, but in no event shall said bufferyard and screening requirement be less than 20-foot:
  1. Bufferyards shall comply when appropriate with Article 8, Section 8-4, and Table 8-2 of the Columbus Land Development Ordinance. Each bufferyard must be fully landscaped and maintained as set forth in the Columbus Land Development Ordinance and be free from paved areas, storage, or other disturbances.
  - 4.2. Screening shall comply with Section 8-5 of the Columbus Land Development Ordinance.

7.D.1. Ordinance No. 24-19 approving Text Amendments to Columbus Land Development Ordinance.

**ORDINANCE NO. 24-19**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND CHAPTER 1, ARTICLE 4: ZONING REGULATIONS, TABLE 4-3, TRANSPORTATION USES, AND TO ADD SECTION 6-13 TO CHAPTER 1, ARTICLE 6, SUPPLEMENTAL USE REGULATIONS, OF THE COLUMBUS LAND DEVELOPMENT ORDINANCE OF THE CITY OF COLUMBUS IN ORDER TO ALLOW FOR TRUCK TERMINALS AS A PERMITTED USE IN A GENERAL INDUSTRIAL DISTRICT (MH) AND BY SPECIAL PERMIT IN A GENERAL COMMERCIAL DISTRICT (B-2) AND TO PROVIDE SUPPLEMENTAL USE REGULATIONS FOR SUCH USE; REPEALING ALL ORDINANCES OR PORTIONS THEROF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

WHEREAS, the City of Columbus, Nebraska, on May 20, 2024, under Ordinance No. 24-10, adopted the Columbus Land Development Ordinance for the City of Columbus; and,

WHEREAS, since this adoption the City has had multiple inquiries regarding the use of Truck Terminals and whether they are allowed in specific use areas under the Columbus Land Development Ordinance; and,

WHEREAS, the City desires to authorize Truck Terminals as a permitted use in those districts that are zoned as General Industrial, and by special use permit in those districts that are zoned as General Commercial; and,

WHEREAS, the Columbus Land Development Ordinance of the Columbus Land Development Ordinance for the City of Columbus is hereby amended and revised as hereinafter set forth.

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

**Section 1.** That Chapter 1, Article 4: Zoning District Regulations, Table 4-3, Transportation Uses, of the Columbus Land Development Ordinance is hereby amended and revised to allow a “Truck Terminal” as a permitted use in a “MH” zone or with a Special Use Permit in a “B-2” zone, said table to read as follows:

**Table 4-3: Permitted Uses by Zoning District**

P = Uses permitted by Right

S = Uses permitted by Special Permit

Use Types	AG	R R	R-1	R- 2	R-3	NT R	O	L C	UC	B- 1	B-2	ML/C- 1	MH	Supplementary Regulation
-----------	----	--------	-----	---------	-----	---------	---	--------	----	---------	-----	------------	----	-----------------------------

Agricultural Uses														
Horticulture	P	P												6-2(a)
Crop Production	P	P												6-2(a)
Animal Production	P	S												6-8(a) (6)
Commercial Feedlots	S													6-2(b)
Livestock Sales	P												S	
Residential Uses														
Single-Family	P	P	P	P	P	P	S	S	P	S	S			
Two Family				P	P		P	S	P	S	S			6-3(a)
Townhouse				P*	P		P	S	P	S	S			6-3(b)
Mixed-Use Residential							P	S	P	P*	P*			
Multiple-Family					P		P	S	P	P	P			6-3(e)
Group Residential					S		P	P	P	P				6-3(e)
Non-Traditional Residential						P								
Retirement Residential				S	P		P	S	P	P	S			
* Only above street level ** Two-unit townhouse only														

Use Types	AG	R R	R-1	R-2	R-3	NT R	O	L C	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
Civic Uses														
Administration		S					P	P	P	P	P	P	P	
Cemetery	P	P	S		S									
Clubs	S	S	S	S	S	S	P	P	P	P	P			6-4(a)
College / University		S	S	S	P	S	S	P	P		P			
Convalescent Services					P		P	P	P					
Cultural Services		P	P	P	P	P	P	P	P	P	P	P		
Day Care (Limited)	P	P	P	P	P	P	P	P	P	P	P	S		
Day Care (General)		S / P *	S/P*	S/P *	P	S/P*	P	P	P	P	P	S	S	6-4(b)



Medical Offices							P	S	P	P	P	P		
<b>Commercial Uses</b>														
Agricultural Sales/Service	S										P	P	P	
Automotive Rental/Sales										P	P	S		
Auto Services							S	S	P	P	P	P	6-5(a), 6-5(b)	
Body Repair										S	P	P	6-5(a)	
Crematory										S	S	P	6-5(f)	
Equipment Rental/Sales									S	P	P	P		
Equipment Repair										P	P	P	6-5(a)	
Vehicle Storage										S	P	P		
Bed & Breakfast		S	S	P		P	P	P	P	P			6-5(c) * Note 1	

Use Types	AG	R R	R-1	R-2	R-3	NTR	O	L C	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
Business Support Services							P	P	P	P	P	P	P	
Business/Trade Schools							S			P	P	P		
Camp Ground	P	S									S			6-5(d)
Cocktail Lounge										P	P	S		
Commercial Recreation	S								S	P	P	P		
Communication Services							S	P	P	P	P	P	P	
Construction Sales and Service										P	P	P	P	
Consumer Services							S	P	P	P	P	P		
Convenience Storage	S	S									S	P	P	6-5(e)
Food Sales (Limited)					S			P	P	P	P	S		
Food Sales (General)								S	P	P	P	S		
Funeral Services							P	P	P	P	P			

General Retail Services							S	P	P	P	P	S		
Kennels	P	S									S	P		
Laundry Services										S	P	P	P	
Liquor Sales		S								P	P	S		
Lodging					S		S	S	P	P	P			
Note 1 – Exception: Short term rental of residential property in compliance with LB57 approved by the Governor on March 7, 2019.														

Use Types	AG	R R	R-1	R-2	R-3	NTR	O	L C	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Commercial Uses</b>														
Personal Services					S		P	P	P	P	P	P		
Personal Improvement Services					S		P	P	P	P	P	P		
Pet Services								P	P	P	P	P		
Research Services	S							P	P	P	P	P		
Restaurants (Drive-In)									S		P	S		
Restaurants (General)							P	P	P	P	P	S		
Sexually Oriented Business												S		6-5(g)
Stables	P	S												
Surplus Sales										P	P	P	P	
Veterinary Services	S	S									P	P		
Gaming Facility										P	P			

Use Types	AG	R R	R-1	R-2	R-3	NTR	O	L C	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Parking Uses</b>														
Off-Street Parking			*S	*S	*S		S	S	S	P	P	P	P	Article 9
Parking Structure							S			P	P	P		

\*Off-Street Parking in the R-1, R-2 and R-3 Zoning Districts must be in conjunction with Use Types permitted by right and/or in conjunction with Non-Parking Use Types that have been approved by a Special Use Permit.

Use Types	AG	R R	R-1	R-2	R-3	NTR	O	L C	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Industrial Uses</b>														
Custom Manufacturing									P	P	P	P	P	
Light Industry										S	S	P	P	
General Industry												P	P	
Heavy Industry													P	
Resource Extraction	S	S											P	6-6(a)
Salvage Services													P	6-6(b)
Warehousing												P	P	
Construction Yards												P	P	
Recycling Collection											P	P	P	
Recycling Processing												P	P	
<b>Transportation Uses</b>														
Aviation	P												P	
Railroad Facilities										S	S	P	P	
Truck Terminal											S (Note 2)	P	P	6-13
Transportation Terminal	S									P	P	P	P	
Note 2 – See Section 6-13 governing the Special Use Permit for Truck Terminals within B-2 Zoning District.														

Use Types	AG	R R	R-1	R-2	R-3	NTR	O	L C	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Miscellaneous Uses</b>														
Broadcasting Tower	*S	*S	*S	*S	*S	*S		*S	*S		*S	*S	*S	
Construction Batch Plant	**S	*S										**S	P	
WECS (Wind Energy Conservation System)	P	P			S			S	S		S	P	P	

Landfill (Non-Putrescible)	S												S	
Landfill (Putrescible)	S												S	
Major Alternative Energy Production Devices	P	P	S	S	S		S	S		S		P	P	
Minor Alternative Energy Production Devices	P	P	P	P	P	P	P	P	P	P	P	P	P	

\* See Chapter 13 of the Zoning Code. Towers permitted under Section 5 of Chapter 13 or towers that are eligible for administrative approval under Section 6 of Chapter 13 are exempt from the Special Use Permit requirement. For all other towers, Special Use Permits shall be governed by Chapter 13 of the Zoning Code and, particularly, the procedures and criteria set forth in Section 7 thereof.

\*\* Temporary Construction Batch Plants Only.

**Section 2.** That Section 6-13 is hereby created and added to Chapter 1, Article 6: Supplemental Regulations, of the Columbus Land Development Ordinance and shall read as follows:

**6-13 Supplemental Use Regulations: Truck Terminals**

Truck Terminals that are desired to be located in B-2 Districts may be approved pursuant to a Special Use Permit and must comply with the following requirements:

- a. The total maximum floor area of all buildings combined is limited to 75,000 square feet or less per site.
- b. A landscape bufferyard and screening is required around the perimeter of the site as set forth below, but in no event shall said bufferyard and screening requirement be less than 20-foot:
  - 1. Bufferyards shall comply when appropriate with Article 8, Section 8-4, and Table 8-2 of the Columbus Land Development Ordinance. Each bufferyard must be fully landscaped and maintained as set forth in the Columbus Land Development Ordinance and be free from paved areas, storage, or other disturbances.
  - 2. Screening shall comply with Section 8-5 of the Columbus Land Development Ordinance.

**Section 3.** This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

**Section 4.** This Ordinance shall be in full force and effect after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

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

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

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**8. PETITIONS AND COMMUNICATIONS - None**

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

**10. REPORTS OF COUNCIL COMMITTEES**

**10.A.PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - July 8, 2024.**

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE  
July 8, 2024

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on July 8, 2024, at 4:07 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 July 5, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Clerk Shuraya Frauendorfer, City Engineer Rick Bogus, Finance Director Heather Lindsley, Project Engineer Braden Labenz, and Engineering Administrative Specialist Renee Whiting.
2. **Request from Granville Custom Homes, Inc. to vacate 32nd Street right-of-way and three utility and drainage easements in Farm View 2nd Subdivision as they are in conflict with Farm View 3rd Subdivision platting (east of 16th Avenue and 32nd Street).** Bogus explained that the applicant is replatting a portion of Farm View 2nd Subdivision which includes moving 32nd Street further north, and in order to do so the applicant has requested the right-of-way and three easements be vacated. The adjusted easements and road right-of-way will be included in the Farm View 3rd Subdivision final plat which will be presented at the planning commission on Monday evening. In response to Schilling regarding the drainage ditch on the north side of the Farm View 2nd Subdivision, Bogus clarified that an existing storm sewer pipe runs from the east side of 16th Avenue out to the 18th Avenue storm sewer system, and there are two 15-ft drainage easements on either side of the property line. A recommendation was made to approve the request to vacate 32nd Street right-of-way and three utility and drainage easements in Farm View 2nd Subdivision with a motion by Roth and a second by Lopez. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Traffic Control Device Committee report for the 2nd Quarter 2024.** A recommendation was made to approve the quarterly report of the Traffic Control Device Committee with a motion by Roth and a second by Lopez. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
4. **Adjournment:** The meeting adjourned at 4:17 p.m.

OFFICE OF THE CITY CLERK  
: Shuraya Frauendorfer

10.A.1. Traffic Control Device Committee report for 2nd Quarter 2024.

# TRAFFIC CONTROL DEVICE COMMITTEE

## Quarterly Report

April – June 2024

### April

**A. Citizen request for traffic control sign or features at Wagner Lake entrance and placement of a 25 mph speed limit sign south of the entrance:**

Discussion: To address this issue, the citizen suggest the installation of a stop sign for westbound traffic entering Wagner Lakes to deter drivers from cutting the corner. There was also a request for the placement of a 25 mph speed limit sign for traffic going southbound which has already been resolved with the Street Department installing the sign. Recommendation: it is recommended that the Wagner Lakes Homeowners Association (HOA) engage in discussion regarding these concerns and provide a formal letter to the City outlining their conclusions of needs and request on the matter.

Vasicek made a motion and seconded by Borchers to make recommendation to Wagner Lakes HOA to discuss and provide a formal letter to the City. Bogus, Vasicek, Sherer, Sliva, and Borchers voted "Aye" and none voted "Nay".

**B. Platte County officials request to consider speed control features, signage, and crosswalk painting at Courthouse north door located in alley between 14<sup>th</sup> & 15<sup>th</sup> Streets and 26<sup>th</sup> & 27<sup>th</sup> Avenues (north side of courthouse).**

Discussion: The regular use of the doorway poses a safety concern as employees exiting may step directly into traffic. It is suggested to offer the Courthouse the option to stripe a crosswalk and install a sign on their building in accordance with the City's standards. No posts will be permitted to be inserted into the concrete.

Vasicek made a motion and seconded by Borchers to propose to the Courthouse that they may stripe a crosswalk and install a sign on their building in compliance with City Standards. Bogus, Vasicek, Sherer, Sliva, and Borchers voted "Aye" and none voted "Nay".

**C. Citizen request to add painted through and turn arrows on all lanes of eastbound Howard Boulevard at 33<sup>rd</sup> Avenue:**

Discussion: Although there are directional signs on the mast arm, it has been noted that the intersection experiences high traffic volume and adding painted directional arrows would improve safety and address concerns in the area.

Sliva made a motion and seconded by Vasicek to proceed with painting directional arrows on the street at the intersection. Bogus, Vasicek, Sherer, Sliva, and Borchers voted "Aye" and none voted "Nay".

**D. Update through lane ends paint striping to new double dashed standards:**

1. Northbound 33<sup>rd</sup> Avenue at 27<sup>th</sup> Street (east lane)
2. Southbound East 6<sup>th</sup> Avenue at 23<sup>rd</sup> Street (west lane)
3. Eastbound Howard Boulevard at 33<sup>rd</sup> Avenue (north lane)
4. Westbound Howard Boulevard at 23<sup>rd</sup> Street (outside lane)

Discussion: Implement the striping standard to signify lane endings by incorporating double dashed marking preceding solid lines. This will improve traffic clarity and safety. The locations specified above require the implementation of these updated markings. Clete will work with Rick to determine the locations and follow the new standards.

**E. Review of Traffic Device needs within the City:**

Review signage at the intersection of 23<sup>rd</sup> Street and 3<sup>rd</sup> Avenue for both northbound and southbound directions. The northbound mast arm features signage, while the southbound does not. The directional arrows on the street are worn and not easily visible. Street department will review and address the issues accordingly.

### OLD BUSINESS

**A. None**

## **UNFINISHED BUSINESS**

### **A. None**

### **May**

#### **A. Guidelines for placement of flashing stop signs:**

Discussion: Following the recent installation of flashing stop signs at the intersection of 8<sup>th</sup> Street and 3<sup>rd</sup> Avenue, there have been requests for similar installations in additional areas. To ensure consistency City to set clear guidelines for placement.

Rick Bogus to review and provide consideration when determining placement.

- Traffic Volume
- Safety
- Classification of Roads
- Speed Limits
- Line of Sight

Vasicek made a motion and seconded by Sherer to develop guidelines for the placement of flashing stop signs. Bogus, Vasicek, Sherer, Sliva, and Borchers voted "Aye" and none voted "Nay".

#### **B. Consideration of implementing 'no loading/unloading' signage at 23<sup>rd</sup> Avenue curve at 26<sup>th</sup> Street intersection adjacent to Columbus Middle School:**

Discussion: Parents frequently drop off their children at this location, obstructing traffic flow and posing safety hazards. Crosswalks remain underutilized and adds to the congestion issues.

Sherer made motion and seconded by Sliva to install 'No Loading/Unloading' signs and paint curbs on both sides of the street. Additionally, there is a long-term objective to collaborate with Columbus Middle School to explore the feasibility of designing a roundabout to further mitigate traffic congestion. Bogus, Vasicek, Sherer, Sliva and Borchers voted "Aye" and none voted "Nay".

#### **C. Review of Traffic Device needs within the City:**

An inquiry regarding the traffic signal at the intersection of 26<sup>th</sup> Avenue and 23<sup>rd</sup> Street, particularly concerning the inclusion of a left-hand turn signal once the NDOT project is finalized. Bogus to contact the NDOT to inquire about traffic counts for possible implementation of a north and southbound left-hand turn signal.

## **OLD BUSINESS**

None

## **UNFINISHED BUSINESS**

None

### **June**

#### **A. Review of Traffic Device needs within the City:**

None

## **OLD BUSINESS**

#### **A. Guidelines for flashing stop signs:**

Discussion about the main criteria to consider for use as guidelines for placement of flashing stop signs. Further discussion is needed to review stop sign warrants and criteria to assist with decision making process.

Motion made by Vasicek and seconded by Sliva to continue to next Traffic Control Device Committee meeting to allow for further criteria development for the lighted stop sign guidelines. Bogus, Vasicek, Sherer, and Sliva voted "Aye" and none voted "Nay", Absent Borchers

**B. Traffic Control at T-intersection into Wagner Lakes**

Discussion: Residents have concerns of drivers who cut the corners and speeds at the T-intersection.

At the April 8, 2024 Traffic Control Device Committee meeting concerns were brought forward from residents about driver's speed and cutting the corner at the 8<sup>th</sup> Street and Lakeshore Drive T-intersection leading into Wagner Lakes. As a response, the Street Department placed 25 mph speed limit sign for southbound traffic.

During the recent Wagner Lake Home Owners Association annual meeting, it was noted that no residents/members brought up a need for any additional traffic control features at this intersection. It was determined that further discussion is warranted to review the potential additional traffic control features at this intersection.

Before making any decisions, it is recommended to draft a letter presenting potential options for consideration and recommendation from the Wagner's Lake Home Owners Association.

Motion made by Bogus and seconded by Sherer to draft a letter presenting additional traffic control options for the 8<sup>th</sup> Street and Lakeshore Drive T-intersection to the Wagner's Lake Association Board. Bogus, Vasicek, Sherer, and Sliva, voted "Aye" and none voted "Nay", Absent Borchers

**UNFINISHED BUSINESS**

None

10.B.PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - August 12, 2024.

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE  
August 12, 2024

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on August 12, 2024, at 4:02 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 August 8, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Clerk Shuraya Choat, Public Works Director Chuck Sliva, Project Engineer Braden Labenz, and Engineering Administrative Specialist Renee Whiting. Also present was Mayor James Bulkley. Council Member Kat Lopez was absent.
2. **2025 Pavement Management Program and Priority List.** Labenz explained that the Streets and Engineering Departments work together to determine which roads need concrete or asphalt rehabilitation and then prioritize them accordingly. He noted the criteria used to determine project priorities and pointed out that a few of the projects have been delayed as they are alternate routes for the 23rd Street reconstruction project. A recommendation was made to approve the 2025 Pavement Management Program and Priority List with a motion by Roth and a second by Schilling. Bahr, Schilling, and Roth voted "Aye" and none voted "Nay". Lopez was absent.
3. **2025 One and Six Year Road Plan.** Labenz explained that the One and Six Year Road Plan is required in order to receive federal and state funding. He noted 18 projects in the One-Year Plan, with some projects carrying over from the prior year. A recommendation was made to approve the 2025 One and Six Year Road Plan and schedule the public hearing for September 3, 2024, at 6 p.m. with a motion by Schilling and a second by Roth. Bahr, Schilling, and Roth voted "Aye" and none voted "Nay". Lopez was absent.
4. **Permanent utility blanket easement Lot 3, Jackson Subdivision (west side of 30th Avenue and 9th Street).** Labenz noted that the easement would be needed prior to the city selling the property. A recommendation was made to approve the permanent utility blanket easement on Lot 3, Jackson Subdivision with a motion by Schilling and a second by Roth. Bahr, Schilling, and Roth voted "Aye" and none voted "Nay". Lopez was absent.

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE

August 12, 2024

Page 2

5. **Authorization to advertise city property for sale Lot 3, Jackson Subdivision (west side of 30th Avenue and 9th Street) and Lots 1 through 8 and vacated alley, Block 73, Original City (northwest corner of 12th Street and 15th Avenue).** Vasicek clarified that if the minimum bid was not received, the city would continue holding the properties. A recommendation was made to approve and authorize staff to advertise sale of city-owned property located on Lot 3, Jackson Subdivision and Lots 1 through 8 and vacated alley, Block 73, Original City with a motion by Schilling and a second by Roth. Bahr, Schilling, and Roth voted "Aye" and none voted "Nay". Lopez was absent.
6. **Adjournment:** The meeting adjourned at 4:16 p.m.

OFFICE OF THE CITY CLERK

: Shuraya Choat

10.B.1. 2025 Pavement Management Program and Priority List.

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** August 1, 2024  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Pavement Management Program 2025

**RECOMMENDATION:**

I recommend approval of the 2025 Pavement Management Program and Priority List for use by the Engineering and Public Works Departments for design and scheduling of roadway rehabilitation services.

**DISCUSSION:**

The Engineering Department and Public Works Department have worked together for several years on the locations and priorities of street concrete or asphalt rehabilitation. The City has over 500 lane miles of streets.

The departments conduct pavement condition surveys which includes a visual analysis and testing if needed, to determine paving defects, extent of roughness or rutting, and if storm water is entering the subgrade. Damage to public and private property and safety are taken into account. The locations are then field data collected with global position satellite coordinates. The projects are then determined if the work can be done by the Street Department or should be included in the Engineering design, bid, and contractor build project. Annual projects are then determined based on priority and amount of funding available in the fiscal year budget.

The attached list contains those locations in the current fiscal year for inclusion in the Paving Improvement Plans and Specifications for construction in 2025 along with the remaining list. The roadway conditions are constantly being evaluated, thus the need to revise the priorities and add to the list.

**FISCAL IMPACT:**

City Council sets the annual street rehabilitation budget amount each fiscal year.

**ALTERNATIVE:**

Revise the priority order and/or include additional locations

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

## 2025 Pavement Management Program

<b>Engineering Design and Bid Projects</b>	
<b>FY 2024-2025</b>	<b>Cost Estimate</b>
19th Street from Howard Boulevard to 45th Avenue - concrete paving, storm sewer, and ADA ramps	\$ 875,000.00
25th Street from 35th to 37th Avenues - concrete paving, storm sewer, and ADA ramps	\$ 900,000.00
Cottonwood Drive and Robin Lane vicinity - storm sewer and concrete paving	\$ 150,000.00
6th Street at 17th and 18th Avenue intersections - ADA pedestrian nodes	\$ 75,000.00
<b>Total FY 2024-2025</b>	<b>\$ 2,000,000.00</b>
<b>Projected Future FY Projects (subject to annual evaluation and budgeting)</b>	
Wildernes Road from 38th Street to Lost Creek Parkway -concrete paving, storm sewer, ADA sidewalk/trail	
33rd Avenue from 27th Street to 38th Street - concrete paving, minor storm sewer, ADA ramps	
17th Street from 26th to 33rd Avenues and 16th to 23rd Avenues - asphalt overlay, concrete curb & gutter, ADA ramps	
26th Avenue from 27th to 32nd Streets - concrete paving, minor storm sewer, ADA ramps	
18th Avenue 23rd Street to 750 feet north of Pershing Road - concrete paving, minor storm sewer, ADA ramps	
Downtown Street and Avenues - Asphalt overlay, concrete curb and parking apron, ADA pedestrian nodes	
1st Street from 12th to 17th Avenues - concrete paving	
Adamy Street from 40th Avenue to Gruenther Drive - concrete paving	
39th Avenue from 22nd to 23rd Streets - concrete paving	
Gruenther Drive - 19th Street to 20th Street - Concrete paving	
12th Avenue from 1st to 8th Streets - concrete paving	
28th Street from 45th to 48th Avenues - concrete paving	
22nd Street from 17th to 23rd Streets - concrete paving	
2nd Street, 7th Avenue to 10th Avenue / 9th Street, 2nd Street to Lovers Lane - Concrete paving and ADA ramps	
3rd Avenue, 23rd Street to Air Vista Drive - Concrete paving, minor storm sewer, and ADA ramps	

10.B.2. 2025 One and Six Year Road Plan.

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** August 7, 2024  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Nebraska Board of Public Roads Classifications and Standards  
2024-2025 Fiscal Year One and Six Year Road Plan

**RECOMMENDATION:**

I recommend approval of the 2024-2025 fiscal year One and Six Year Road Plan and related forms.

**DISCUSSION:**

The 2025 One and Six Year Road plan includes projects corresponding with the 2024-2025 City Budget and CIPs. The forms are as follows:

- Form 7: Project Detail Sheet
- Form 8: One Year Plan
- Form 9: Six Year Plan (must include the One Year Plan)
- Form 11: Report of Previous Year
- Map: One and Six Year Plan

Maintenance defined projects are not included by rule in the One and Six Year Road Plans.

**FISCAL IMPACT:**

The City has included its portion of the costs in the 2023-2024 and/or 2024-2025 budgets

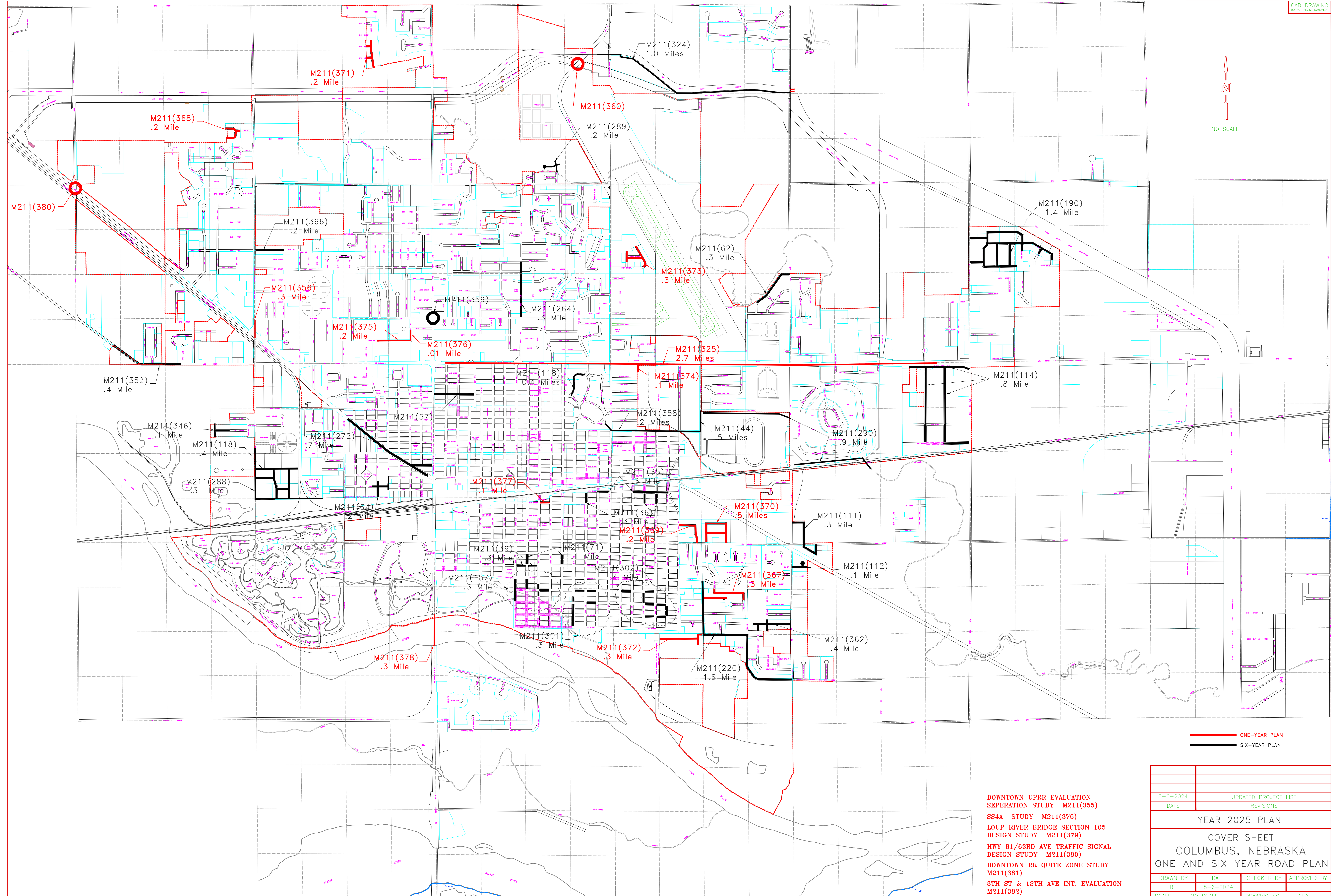
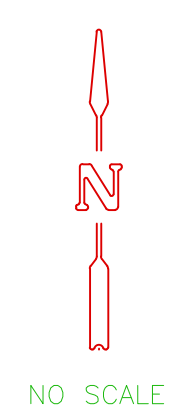
**ALTERNATIVE:**

Annual 1&6 Year Road Plan certification is required to obtain Highway-user revenue.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]



— ONE-YEAR PLAN  
— SIX-YEAR PLAN

DOWNTOWN UPRR EVALUATION  
SEPERATION STUDY M211(355)  
SS4A STUDY M211(375)  
LOUP RIVER BRIDGE SECTION 105  
DESIGN STUDY M211(379)  
HWY 81/63RD AVE TRAFFIC SIGNAL  
DESIGN STUDY M211(380)  
DOWNTOWN RR QUITE ZONE STUDY  
M211(381)  
8TH ST & 12TH AVE INT. EVALUATION  
M211(382)

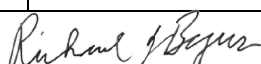
8-6-2024	UPDATED PROJECT LIST
DATE	REVISIONS
<b>YEAR 2025 PLAN</b>	
<b>COVER SHEET</b>	
<b>COLUMBUS, NEBRASKA</b>	
<b>ONE AND SIX YEAR ROAD PLAN</b>	
DRAWN BY	DATE
BLU	8-6-2024
CHECKED BY	APPROVED BY
SCALE:	NO SCALE
DRAWING NO.	CITY

# Board of Public Roads Classifications and Standards

## Form 8 Summary of One-Year Plan

Year Ending: December 31, 2025

Sheet 1 of 1

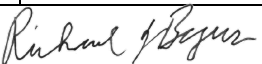
County: PLATTE		City: COLUMBUS			Village:
PRIORITY NUMBER	PROJECT NUMBER	LENGTH (Nearest Tenth)	UNIT OF MEASURE	ESTIMATED COST (Thousands)	REMARKS
1	M211 (325)	2.7	Miles	35,000	23 St. 32 <sup>nd</sup> Ave. to E 11 Ave. (NDOT)
2	M211 (360)	-	-	930	Lost Creek Parkway & Wilderness Rd. Signal Upgrades
3	M211 (375)	-	-	500	SS4A Study
4	M211 (377)	0.1	Miles	250	CDBG 11 <sup>th</sup> Street Sidewalks
5	M211 (380)	-	-	200	Highway 81/63 <sup>rd</sup> Avenue Traffic Signal Design
6	M211 (381)	-	-	300	Downtown RR Quiet Zone Study
7	M211 (376)	0.1	Miles	100	35 <sup>th</sup> Avenue Widening 25 <sup>th</sup> to 27 <sup>th</sup> Avenues
8	M211 (378)	0.3	Miles	18,000	NDOT Loup River Bridge
9	M211 (379)	-	-	150	Loup River Bridge Section 105 Design
10	M211 (367)	0.3	Miles	450	Reeder Subdivision
11	M211 (368)	0.2	Miles	300	Meadow Ridge 11 <sup>th</sup> Addition
12	M211 (369)	0.2	Miles	440	Cuzzins Corner 4 <sup>th</sup> Addition
13	M211 (370)	0.5	Miles	1,400	Vitality Village Subdivision
14	M211 (371)	0.2	Miles	350	Country Club Shores 6 <sup>th</sup> Addition
15	M211 (372)	0.3	Miles	375	Quail Meadows Addition
16	M211 (373)	0.3	Miles	450	Farm View 2 <sup>nd</sup> and 3 <sup>rd</sup> Additions
17	M211 (374)	0.1	Miles	250	Union Bank & Trust Subdivision
18	M211 (382)	-	-	150	8 <sup>th</sup> Street & 12 <sup>th</sup> Avenue Intersection Evaluation
Signature: 		Title: City Engineer			Date: August 7, 2024

# Board of Public Roads Classifications and Standards

## Form 9 Summary of Six-Year Plan

Year Ending: December 31, 2030

Sheet 1 of 3

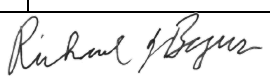
County: PLATTE		City: COLUMBUS			Village:	
PRIORITY NUMBER	PROJECT NUMBER	LENGTH (Nearest Tenth)	UNIT OF MEASURE	ESTIMATED COST (Thousands)	REMARKS	
1	M211 (325)	2.7	Miles	35,000	23 <sup>rd</sup> St. 32 <sup>nd</sup> Ave. to E 11 <sup>th</sup> Ave. (NDOT)	
2	M211 (360)	-	-	300	Lost Creek Parkway & Wilderness Rd. Signal Upgrades	
3	M211 (375)	-	-	500	SS4A Study	
4	M211 (377)	0.1	Miles	250	CDBG 11 <sup>th</sup> Street Sidewalks	
5	M211 (380)	-	-	200	Highway 81/63 <sup>rd</sup> Avenue Traffic Signal Design	
6	M211 (381)	-	-	300	Downtown RR Quiet Zone Study	
7	M211 (376)	0.1	Miles	100	35 <sup>th</sup> Avenue Widening 25 <sup>th</sup> to 27 <sup>th</sup> Avenues	
8	M211 (378)	0.3	Miles	18,000	NDOT Loup River Bridge	
9	M211 (379)	-	-	150	Loup River Bridge Section 105 Design	
10	M211 (367)	0.3	Miles	450	Reeder Subdivision	
11	M211 (368)	0.2	Miles	300	Meadow Ridge 11 <sup>th</sup> Addition	
12	M211 (369)	0.2	Miles	440	Cuzzins Corner 4 <sup>th</sup> Addition	
13	M211 (370)	0.5	Miles	1,400	Vitality Village Subdivision	
14	M211 (371)	0.2	Miles	350	Country Club Shores 6 <sup>th</sup> Addition	
15	M211 (372)	0.3	Miles	375	Quail Meadows Addition	
16	M211 (373)	0.3	Miles	450	Farm View 2 <sup>nd</sup> and 3 <sup>rd</sup> Additions	
17	M211 (374)	0.1	Miles	250	Union Bank & Trust Subdivision	
18	M211 (382)	-	-	150	8 <sup>th</sup> Street & 12 <sup>th</sup> Avenue Intersection Evaluation	
19	M211 (359)	-	-	250	27 <sup>th</sup> St. & 33 <sup>rd</sup> Ave. Light Signal Upgrade	
Signature: 		Title: City Engineer			Date: August 7, 2024	

# Board of Public Roads Classifications and Standards

## Form 9 Summary of Six-Year Plan

Year Ending: December 31, 2030

Sheet 2 of 3

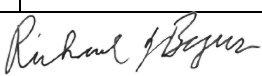
County: PLATTE		City: COLUMBUS			Village:	
PRIORITY NUMBER	PROJECT NUMBER	LENGTH (Nearest Tenth)	UNIT OF MEASURE	ESTIMATED COST (Thousands)	REMARKS	
20	M211 (352)	0.4	Miles	3,800	23 <sup>rd</sup> /Shady Lake, 54 <sup>th</sup> Ave. to W Corp. Limits	
21	M211 (366)	0.2	Miles	300	Park Place 10 <sup>th</sup> Addition	
22	M211 (362)	0.4	Miles	450	Centennial Park 8 <sup>th</sup> Addition	
23	M211 (346)	0.1	Miles	275	Riverside 3 <sup>rd</sup> Addition	
24	M211 (290)	-	-	1,400	Ag Park Drainage	
25	M211 (272)	1.0	Miles	4,200	Howard Blvd. 33 <sup>rd</sup> Ave. to 23 <sup>rd</sup> St.	
26	M211 (220)	1.6	Miles	3,800	10 <sup>th</sup> Ave. Lovers Lane to 5 <sup>th</sup> St.	
27	M211 (289)	0.5	Miles	250	Deerfield Park 2 <sup>nd</sup> Addition	
28	M211 (44)	-	-	13,000	Storm Sewer East Park / 11 <sup>th</sup> St.	
29	M211 (288)	0.3	Miles	3,000	48 <sup>th</sup> Ave. Park to 11 <sup>th</sup> St. 11 <sup>th</sup> St. 41 <sup>st</sup> – 48 <sup>th</sup> Ave.	
30	M211 (39)	0.3	Miles	300	Curb & Gutter 6 <sup>th</sup> St. 24 <sup>th</sup> – 26 <sup>th</sup> Ave.	
31	M211 (36)	0.3	Miles	500	14 <sup>th</sup> , 15 <sup>th</sup> , & 20 <sup>th</sup> Ave. between 11 <sup>th</sup> & 12 <sup>th</sup> St.	
32	M211 (264)	0.3	Miles	1,100	26 <sup>th</sup> Ave. from 27 <sup>th</sup> – 32 <sup>nd</sup> St.	
33	M211 (112)	0.3	Miles	400	Crumley Subdivision	
34	M211 (114)	0.8	Miles	1,300	Sand Subdivision	
35	M211 (57)	-	-	700	Storm Sewer Improve 30 <sup>th</sup> Ave. 22 <sup>nd</sup> to 23 <sup>rd</sup> St.	
36	M211 (190)	1.4	Miles	4,000	Johannes Addition	
37	M211 (64)	0.2	Miles	400	Oida Addition	
38	M211 (111)	0.3	Miles	450	Gates 1 <sup>st</sup> & 2 <sup>nd</sup> Addition	
Signature: 		Title: City Engineer			Date: August 7, 2024	

# Board of Public Roads Classifications and Standards

## Form 9 Summary of Six-Year Plan

Year Ending: December 31, 2030


Sheet 3 of 3

County: PLATTE		City: COLUMBUS			Village:	
PRIORITY NUMBER	PROJECT NUMBER	LENGTH (Nearest Tenth)	UNIT OF MEASURE	ESTIMATED COST (Thousands)	REMARKS	
39	M211 (157)	0.3	Miles	600	26 <sup>th</sup> Ave. from 3 <sup>rd</sup> to 5 <sup>th</sup> St. 25 <sup>th</sup> Ave. 3 <sup>rd</sup> to 5 <sup>th</sup> St.	
40	M211 (324)	1.0	Miles	900	Power House Trail Phase 2	
41	M211 (62)	0.3	Miles	600	Air Vista Drive	
42	M211 (35)	0.3	Miles	500	12 <sup>th</sup> St. from 12 <sup>th</sup> to 16 <sup>th</sup> St. & 18 <sup>th</sup> to 19 <sup>th</sup> Ave.	
43	M211 (118)	0.4	Miles	850	West Parkway 1 <sup>st</sup> & 2 <sup>nd</sup> Subdivision	
44	M211 (71)	0.1	Miles	700	22 <sup>nd</sup> & 25 <sup>th</sup> Ave. between 6 <sup>th</sup> to 7 <sup>th</sup> St.	
45	M211 (301)	0.3	Miles	900	21 <sup>st</sup> Ave. from 1 <sup>st</sup> to ½ Blk N on 3 <sup>rd</sup> St.	
46	M211 (302)	0.4	Miles	900	2 <sup>nd</sup> to 4 <sup>th</sup> St. from 16 <sup>th</sup> to 17 <sup>th</sup> Ave./ 14 <sup>th</sup> to 15 <sup>th</sup> Ave.	
Signature: 		Title: City Engineer			Date: August 7, 2024	

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <div style="text-align: center;">12<sup>th</sup> Street from 12<sup>th</sup> Avenue to 16<sup>th</sup> Avenue  12<sup>th</sup> Street from 18<sup>th</sup> Avenue to 19<sup>th</sup> Avenue</div>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <div style="text-align: center;">Gravel</div>						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 200, 2044 = 400		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:		Type:		
<b>New Bridge</b>	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>	Span:	Rise:	Length:	Type		
<b>Culvert:</b>	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <div style="text-align: center;">Paving over existing Gravel Roadway w/Misc. grading</div>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		500				500
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (35)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

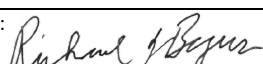
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:				
LOCATION DESCRIPTION: <p style="text-align: center;">14<sup>th</sup>, 15<sup>th</sup>, and 20<sup>th</sup> Avenues from 11<sup>th</sup> Street &amp; 12<sup>th</sup> Street</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Gravel</p>						
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)					
2024 = 200, 2044 = 300	Local					
<b>Proposed Improvement</b>						
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 6"				
		Width: 33'				
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Fencing				
		<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:				
		Type:				
<b>New Bridge</b>	Roadway Width:	Length:				
		Type:				
<b>Box Culvert:</b>	Span:	Rise:				
		Length:				
		Type:				
<b>Culvert:</b>	Diameter:	Length:				
		Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A				
		<input type="checkbox"/> Hydraulic Analysis Pending				
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Paving over existing Gravel Roadway w/Misc. grading</p>						
ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		500				500
*OPTIONAL						
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (36)			
Signature: <i>Richard J. Boyer</i>			Title: City Engineer		Date: August 7, 2024	

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

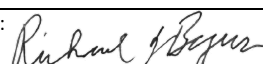
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
<b>LOCATION DESCRIPTION:</b> Curb & Gutter (6 <sup>th</sup> Street) 24 <sup>th</sup> Avenue to 26 <sup>th</sup> Avenue, north side of 6 <sup>th</sup> Street, 26 <sup>th</sup> Avenue to 27 <sup>th</sup> Avenue. The above is what remains of this project.						
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) 20' – 6" Concrete Paving (no curb and gutter)						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 300, 2044 = 500		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
<b>OTHER CONSTRUCTION FEATURES:</b> Curb & Gutter 5 ½' extension on present 22' paving on both sides makes a 33' paving.						
ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		300				300
*OPTIONAL						
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
0.3 Miles			M211 (39)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:				
LOCATION DESCRIPTION: <p style="text-align: center;">Storm Sewer East Park Addition / 11<sup>th</sup> Street</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Asphalt and Concrete Street Crossings</p>						
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)					
2024 = NA, 2044 = NA	N/A					
<b>Proposed Improvement</b>						
Design Standard Number: Municipal	Surfacing:	Thickness:      Width:				
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way <input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert:</b>	Span:	Rise:      Length:      Type:				
<b>Culvert:</b>	Diameter: 48" to 54"	Length:      Type: RCP				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending				
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Assist drainage East Park by enlarging storm sewer system.</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		13,000				13,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.: <p style="text-align: center;">M211 (44)</p>			
Signature: 			Title: City Engineer		Date: August 7, 2024	

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
<b>LOCATION DESCRIPTION:</b> <p style="text-align: center;">Storm Sewer Improvement: 30<sup>th</sup> Avenue from 22<sup>nd</sup> to 23<sup>rd</sup> Streets                  20<sup>th</sup> Street from 30<sup>th</sup> Avenue to 33<sup>rd</sup> Avenue</p>						
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Concrete</p>						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 400, 2044 = 500		Local				
<b>Proposed Improvement</b>						
Design Standard Number:		Surfacing:		Thickness:	Width:	
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
Roadway Width:		Length:		Type:		
<b>New Bridge</b>						
Roadway Width:		Length:		Type:		
<b>Box Culvert:</b>						
Span:		Rise:	Length:		Type	
<b>Culvert:</b>						
Diameter: 18"		Length:		Type: RCP		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
<b>OTHER CONSTRUCTION FEATURES:</b> <p style="text-align: center;">Improve storm sewer drainage in this area.</p>						
<b>ESTIMATED COST</b>						
(In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL		700				700
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
			M211 (57)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
<b>LOCATION DESCRIPTION:</b> Air Vista Drive southwest from 30 <sup>th</sup> Street to point 211' north of 27 <sup>th</sup> Street where it joins 33' concrete paving.							
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 100, 2044 = 200		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
<b>OTHER CONSTRUCTION FEATURES:</b> Paving over existing Gravel Roadway w/misc. grading							
<b>ESTIMATED COST</b> (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			600				600
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				PROJECT NO.:			
0.3 Miles				M211 (62)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

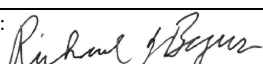
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
<b>LOCATION DESCRIPTION:</b> 12 <sup>th</sup> Street, 37 <sup>th</sup> Avenue to 38 ½ Avenue – 40 ½ Avenue to 41 <sup>st</sup> Avenue 13 <sup>th</sup> Street, 40 ½ Avenue to 41 <sup>st</sup> Avenue, 37 <sup>th</sup> Avenue, 13 <sup>th</sup> Street ½ Block South 38 <sup>th</sup> Avenue, 12 <sup>th</sup> Street to 13 <sup>th</sup> Street, ½ Block North, Oida Addition							
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 100, 2044 = 200		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
<b>OTHER CONSTRUCTION FEATURES:</b> 33' Concrete, Curb & Gutter and Storm Sewer							
<b>ESTIMATED COST</b> (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			400				400
<b>PROJECT LENGTH</b> (Nearest Tenth, State Unit of Measure)				<b>PROJECT NO.:</b>			
0.2 Miles				M211 (64)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <div style="text-align: center;">22<sup>nd</sup> Avenue between 6<sup>th</sup> Street to 7<sup>th</sup> Street  25<sup>th</sup> Avenue between 6<sup>th</sup> Street to 7<sup>th</sup> Street</div>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <div style="text-align: center;">Gravel</div>						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 100, 2044 = 200		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:		Type:		
<b>New Bridge</b>	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>	Span:	Rise:	Length:	Type		
<b>Culvert:</b>	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <div style="text-align: center;">33' Concrete, Curb &amp; Gutter and Storm Sewer</div>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		700				700
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles			PROJECT NO.: M211 (71)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:
<b>LOCATION DESCRIPTION:</b> Gates 1 <sup>st</sup> Subdivision – 2 <sup>nd</sup> Avenue, 8 <sup>th</sup> Street to 10 <sup>th</sup> Street, 10 <sup>th</sup> Street, 3 <sup>rd</sup> Avenue to 2 <sup>nd</sup> Avenue Gates 2 <sup>nd</sup> Subdivision – 2 <sup>nd</sup> Avenue south and southeasterly and return to 9 <sup>th</sup> Avenue		
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel		
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)	
2024 = 100, 2044 = 200	Local	
<b>Proposed Improvement</b>		
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 6"
Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks
<input checked="" type="checkbox"/> Lighting		
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:
		Type:
<b>New Bridge</b>	Roadway Width:	Length:
		Type:
<b>Box Culvert:</b>	Span:	Rise:
		Length:
		Type:
<b>Culvert:</b>	Diameter:	Length:
		Type:
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
		<input type="checkbox"/> Hydraulic Analysis Pending
<b>OTHER CONSTRUCTION FEATURES:</b> 33' Concrete, Curb & Gutter and Storm Sewer		
<b>ESTIMATED COST</b> (In Thousands)	*COUNTY	*CITY
*OPTIONAL		450
	*STATE	*FEDERAL
		*OTHER
		*TOTAL
		450
<b>PROJECT LENGTH</b> (Nearest Tenth, State Unit of Measure)	<b>PROJECT NO.:</b>	
0.3 Miles	M211 (111)	
Signature: 	Title: City Engineer	Date: August 7, 2024

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
<b>LOCATION DESCRIPTION:</b> Crumley Subdivision – 6 <sup>th</sup> Street and 3 <sup>rd</sup> Avenue – 5 <sup>th</sup> Street east to City Limits, also 2 <sup>nd</sup> Avenue cul-de-sac							
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 100, 2044 = 200		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
<b>OTHER CONSTRUCTION FEATURES:</b> 33' Concrete, Curb & Gutter and Storm Sewer							
<b>ESTIMATED COST</b> (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			400				400
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				PROJECT NO.:			
0.3 Miles				M211 (112)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
<b>LOCATION DESCRIPTION:</b> Sand Subdivision and (Replat Part) of Sand Subdivision, 17 <sup>th</sup> Street, Public Access Road from East 12 <sup>th</sup> Avenue & East 11 <sup>th</sup> Avenue from 17 <sup>th</sup> Street north to Public Access Road, 17 <sup>th</sup> Street from East 11 <sup>th</sup> Avenue west.						
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 400, 2044 = 600		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 8"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
<b>OTHER CONSTRUCTION FEATURES:</b> 33' Concrete, Curb & Gutter and Storm Sewer						
<b>ESTIMATED COST</b>						
(In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL		1300				1300
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
0.8 Miles			M211 (114)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
<b>LOCATION DESCRIPTION:</b> West Parkway 1 <sup>st</sup> and 2 <sup>nd</sup> Subdivisions; 12 <sup>th</sup> Street – Munroe Avenue to 46 <sup>th</sup> Avenue; 13 <sup>th</sup> Street – 46 <sup>th</sup> Avenue to 48 <sup>th</sup> Avenue; 14 <sup>th</sup> Street – 248’ East of Munroe Avenue to 48 <sup>th</sup> Avenue; Munroe Avenue – 11 <sup>th</sup> Street to 14 <sup>th</sup> Street; 46 <sup>th</sup> Avenue – 11 <sup>th</sup> Street to 14 <sup>th</sup> Street							
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 100, 2044 = 200		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6”	Width: 33’			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
<b>OTHER CONSTRUCTION FEATURES:</b> Concrete Paving, Curb & Gutter 33’ Wide and Storm Sewer							
<b>ESTIMATED COST</b> (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			850				850
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:				
0.4 Miles			M211 (118)				
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

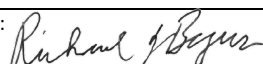
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 26 <sup>th</sup> Avenue from 3 <sup>rd</sup> to 5 <sup>th</sup> Streets; 25 <sup>th</sup> Avenue from 4 <sup>th</sup> to 5 <sup>th</sup> Streets; 24 <sup>th</sup> Avenue from 4 <sup>th</sup> Street North and South ½ Block; 4 <sup>th</sup> Street from 23 <sup>rd</sup> to 24 <sup>th</sup> Avenue							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 200, 2044 = 300		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES: 33' Concrete Paving, Curb & Gutter, Storm Sewer							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			600				600
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (157)				
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: Johannes Subdivision							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 150, 2044 = 300		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: Paving over existing Gravel Roadway w/misc. grading							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			4,000				4,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.4 Miles			PROJECT NO.: M211 (190)				
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 10 <sup>th</sup> Avenue Lovers Lane to 5 <sup>th</sup> Street, Lovers Lane 5 <sup>th</sup> Street to 10 <sup>th</sup> Avenue; 7 <sup>th</sup> Avenue from Lovers Lane to South 5 <sup>th</sup> Street East to 3 <sup>rd</sup> Avenue							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Asphalt							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 765, 2044 = 950		Collector					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 8"	Width: 41'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: 41' Concrete Paving, Curb & Gutter with Storm Sewer							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			3,800				3,800
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.6 Miles			PROJECT NO.: M211 (220)				
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

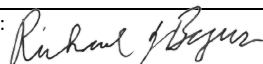
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 26 <sup>th</sup> Avenue from 27 <sup>th</sup> Street to 32 <sup>nd</sup> Avenue							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Concrete							
Average Daily Traffic 2024 = 5450, 2044 = 7500		Classification Type: (As shown on Functional Classification Map) Collector					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 8"	Width: 33'			
<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: Federal Funds, Purchase Program							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			1,100				1,100
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles				PROJECT NO.: M211 (264)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <div style="text-align: center;">Howard Blvd – 33<sup>rd</sup> Avenue to 41<sup>st</sup> Avenue 14<sup>th</sup> Street – 33<sup>rd</sup> Avenue to 23<sup>rd</sup> Street</div>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <div style="text-align: center;">Asphalt over concrete (Approx. 0.7 miles) Concrete (Approx. 0.3 Miles)</div>						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 6300, 2044 = 8500		Principal Arterial				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 9"	Width: 41'		
<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:		Type:		
<b>New Bridge</b>	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>	Span:	Rise:	Length:	Type		
<b>Culvert:</b>	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <div style="text-align: center;">41' Concrete Paving, Curb &amp; Gutter with Storm Sewer Federal Funds Purchase Program Construct ADA compliant ramps</div>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		4,200				4,200
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 1.0 Miles			PROJECT NO.: M211 (272)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

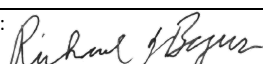
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 48 <sup>th</sup> Avenue Bradshaw Park Entrance to 11 <sup>th</sup> Street; 11 <sup>th</sup> Street from 48 <sup>th</sup> Avenue to 41 <sup>st</sup> Avenue							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Asphalt & Concrete rural section							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 1300, 2044 = 2300		Collector					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 9"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: 33' Wide concrete roadway with curb & gutter							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			3000				3000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (288)				
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

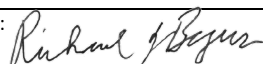
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Deerfield Park 2<sup>nd</sup> Addition</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Undeveloped</p>						
Average Daily Traffic 2024 = 0, 2044 = 200		Classification Type: (As shown on Functional Classification Map) <p style="text-align: center;">Local</p>				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					250	250
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.5 Miles			PROJECT NO.: M211 (289)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:				
<b>LOCATION DESCRIPTION:</b> <p style="text-align: center;">Ag Park Drainage          10<sup>th</sup> Avenue &amp; 19<sup>th</sup> Street drainage to Lost Creek rail road bridge SE corner Christopher's Cove</p>						
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Open channel drainage</p>						
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)					
2024 = N/A, 2044 = N/A	N/A					
<b>Proposed Improvement</b>						
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 6"				
Width: 33'						
<input checked="" type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
Roadway Width:	Length:	Type:				
<b>New Bridge</b>						
Roadway Width:	Length:	Type:				
<b>Box Culvert:</b>						
Span:	Rise:	Length: Type				
<b>Culvert:</b>						
Diameter: 24" to twin 30"	Length:	Type: RCP				
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Hydraulic Analysis Pending				
<b>OTHER CONSTRUCTION FEATURES:</b> <p style="text-align: center;">Clean out and upgrade drainage system and build retention structure</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		1,400				1,400
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
			M211 (290)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
<b>LOCATION DESCRIPTION:</b> 21 <sup>st</sup> Avenue from 1 <sup>st</sup> to 3 <sup>rd</sup> Street; 21 <sup>st</sup> Avenue from 3 <sup>rd</sup> Street North ½ Block; 4 <sup>th</sup> Street from 20 <sup>th</sup> to 21 <sup>st</sup> Avenue; 4 <sup>th</sup> Street from 19 <sup>th</sup> to 20 <sup>th</sup> Avenue; 3 <sup>rd</sup> Street from 19 <sup>th</sup> to 20 <sup>th</sup> Avenue							
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 200, 2044 = 300		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments					
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
<b>OTHER CONSTRUCTION FEATURES:</b> 33' Concrete Paving and Storm Sewer							
<b>ESTIMATED COST</b> (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			900				900
<b>PROJECT LENGTH</b> (Nearest Tenth, State Unit of Measure)				<b>PROJECT NO.:</b>			
0.3 Miles				M211 (301)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
<b>LOCATION DESCRIPTION:</b> 4 <sup>th</sup> Street from 16 <sup>th</sup> to 17 <sup>th</sup> Avenue; 4 <sup>th</sup> Street from 14 <sup>th</sup> to 15 <sup>th</sup> Avenue 3 <sup>rd</sup> Street from 14 <sup>th</sup> to 15 <sup>th</sup> Avenue; 3 <sup>rd</sup> Street from 13 <sup>th</sup> to 14 <sup>th</sup> Avenue 2 <sup>nd</sup> Street from 14 <sup>th</sup> to 15 <sup>th</sup> Avenue; 2 <sup>nd</sup> Street from 13 <sup>th</sup> to 14 <sup>th</sup> Avenue; 15 <sup>th</sup> Avenue 3 <sup>rd</sup> to 4 <sup>th</sup> Street; 13 <sup>th</sup> Avenue from 2 <sup>nd</sup> to 3 <sup>rd</sup> Street						
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Gravel						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 200, 2044 = 300		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
<b>OTHER CONSTRUCTION FEATURES:</b> 33' Concrete Paving and Storm Sewer						
<b>ESTIMATED COST</b>						
(In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER
*OPTIONAL			900			900
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
0.4 Miles			M211 (302)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
<b>LOCATION DESCRIPTION:</b> <p style="text-align: center;">Power House Park Trail Phase 2  North side of Lost Creek Parkway along Lost Creek Flood Control ditch from Wilderness Park Road to 3<sup>rd</sup> Avenue</p>							
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Undeveloped Land</p>							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 0, 2044 = N/A		N/A					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 10'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input checked="" type="checkbox"/> Trail				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
<b>OTHER CONSTRUCTION FEATURES:</b> <p style="text-align: center;">Proposed: Nebraska Games &amp; Park Recreational Trail Grant (50%)  Proposed: Lower Loup NRD (15%)</p>							
<b>ESTIMATED COST</b> (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			650	250			900
<b>PROJECT LENGTH</b> (Nearest Tenth, State Unit of Measure)				<b>PROJECT NO.:</b>			
1.0 Miles				M211 (324)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 23 <sup>rd</sup> Street from 32 <sup>nd</sup> Avenue to East of East 11 <sup>th</sup> Avenue							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) Asphalt over Concrete							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 23,730, 2044 = 40,000		Expressway					
<b>Proposed Improvement</b>							
Design Standard Number: Highway		Surfacing: Concrete	Thickness: TBD	Width: 60' Plus			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input checked="" type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments	<input checked="" type="checkbox"/> Traffic Signals				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: NDOT Project – State and City Funds. Sidewalk replacement, traffic signal replacement. Partial access elimination property acquisition							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			11,500	23,500			35,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 2.7 Miles				PROJECT NO.: M211 (325)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: <p style="text-align: center;">Riverside 3<sup>rd</sup> Addition</p>							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Undeveloped Land</p>							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 0, 2044 = 100		Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signals				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Private development. Roads turned over to city</p>							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL						275	275
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) <p style="text-align: center;">0.1 Miles</p>				PROJECT NO.: <p style="text-align: center;">M211 (346)</p>			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 23 <sup>rd</sup> Street / Shady Lake Road from 54 <sup>th</sup> Avenue to West Corporate Limits SID No. 188							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) 24' Rural Asphalt							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 1,360, 2044 = 2,500		Arterial					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 9"	Width: 41'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signals				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: Federal Funds Purchase Program Assessments							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			3,800				3,800
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.6 Miles				PROJECT NO.: M211 (352)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

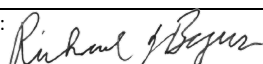
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: <p style="text-align: center;">27<sup>th</sup> Street and 33<sup>rd</sup> Avenue Light Signal Upgrade</p>							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">33<sup>rd</sup> Avenue – Concrete 27<sup>th</sup> Street – Asphalt over concrete</p>							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 9,000, 2044 = 11,500		Arterials					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing:		Thickness:	Width:		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input checked="" type="checkbox"/> Traffic Signal				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
Roadway Width:		Length:		Type:			
<b>New Bridge</b>							
Roadway Width:		Length:		Type:			
<b>Box Culvert:</b>							
Span:		Rise:	Length:		Type:		
<b>Culvert:</b>							
Diameter:		Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Existing Signal Upgrades</p>							
ESTIMATED COST (In Thousands) *OPTIONAL		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
			250				250
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				PROJECT NO.:			
				M211 (359)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: <p style="text-align: center;">Lost Creek Parkway and Wilderness Road Signal Upgrades</p>							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Concrete</p>							
Average Daily Traffic 2024 = 7,000, 2044 = 10,200		Classification Type: (As shown on Functional Classification Map) <p style="text-align: center;">Major Arterial</p>					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing:		Thickness:	Width:		
<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input checked="" type="checkbox"/> Traffic Signal				
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks/Trail					
<b>Bridge to Remain in Place:</b>							
Roadway Width:		Length:		Type:			
<b>New Bridge</b>							
Roadway Width:		Length:		Type:			
<b>Box Culvert:</b>							
Span:		Rise:	Length:		Type:		
<b>Culvert:</b>							
Diameter:		Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Signal Upgrades Concrete Trail Extension</p>							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			930				930
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				PROJECT NO.:			
				M211 (360)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
<b>LOCATION DESCRIPTION:</b> Private Development – Centennial Park 8 <sup>th</sup> Addition 2 <sup>nd</sup> Street from 3 <sup>rd</sup> to 7 <sup>th</sup> Avenues; 5 <sup>th</sup> Avenue from 2 <sup>nd</sup> Street north and south 200' and 6 <sup>th</sup> Avenue from 2 <sup>nd</sup> Street south 200'						
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)  Undeveloped Land						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 200, 2044 = 400		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
<b>OTHER CONSTRUCTION FEATURES:</b>						
<b>ESTIMATED COST</b>						
(In Thousands)						
		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER
						450
						450
*OPTIONAL						
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
0.4 Miles			M211 (362)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <div style="text-align: center;">Park Place 10<sup>th</sup> Addition, Private Developer Subdivision</div>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic 2024 = 0, 2044 = 150		Classification Type: (As shown on Functional Classification Map) <div style="text-align: center;">Local</div>				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					300	300
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles			PROJECT NO.: M211 (366)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Reeder Subdivision</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic 2024 = 0, 2044 = 150		Classification Type: (As shown on Functional Classification Map) <p style="text-align: center;">Local</p>				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					450	450
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (367)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Meadow Ridge 11<sup>th</sup> Addition</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 0, 2044 = 150		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					300	300
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles			PROJECT NO.: M211 (368)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Cuzzin's Corner 4<sup>th</sup> Addition</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 0, 2044 = 150		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					440	440
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles			PROJECT NO.: M211 (369)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:				
LOCATION DESCRIPTION: <p style="text-align: center;">Vitality Village Subdivision</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)					
2024 = 0, 2044 = 150	Local					
<b>Proposed Improvement</b>						
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 7"				
Width: 33'						
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:				
		Type:				
<b>New Bridge</b>	Roadway Width:	Length:				
		Type:				
<b>Box Culvert:</b>	Span:	Rise:				
		Length:				
		Type:				
<b>Culvert:</b>	Diameter:	Length:				
		Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A				
		<input type="checkbox"/> Hydraulic Analysis Pending				
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">City designed subdivision</p>						
ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		1,400				1,400
*OPTIONAL						
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
0.5 Miles			M211 (370)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

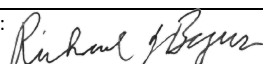
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Country Club Shores 6<sup>th</sup> Addition</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic 2024 = 0, 2044 = 150		Classification Type: (As shown on Functional Classification Map) <p style="text-align: center;">Local</p>				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					350	350
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.2 Miles			PROJECT NO.: M211 (371)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Quail Meadows Addition</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 0, 2044 = 150		Local				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					375	375
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (372)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

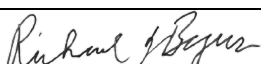
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">Farm View 2<sup>nd</sup> and 3<sup>rd</sup> Additions</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic 2024 = 0, 2044 = 150		Classification Type: (As shown on Functional Classification Map) <p style="text-align: center;">Local</p>				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 6"	Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL					450	450
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (373)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:
LOCATION DESCRIPTION: <p style="text-align: center;">Union Bank &amp; Trust Subdivision 16<sup>th</sup> Avenue from 23<sup>rd</sup> Street South</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)		
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)	
2024 = 200, 2044 = 400	Local	
<b>Proposed Improvement</b>		
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 8"
Width: 33'		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks
<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/> Traffic Signal	
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:
		Type:
<b>New Bridge</b>	Roadway Width:	Length:
		Type:
<b>Box Culvert:</b>	Span:	Rise:
		Length:
		Type:
<b>Culvert:</b>	Diameter:	Length:
		Type:
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
		<input type="checkbox"/> Hydraulic Analysis Pending
OTHER CONSTRUCTION FEATURES:		
ESTIMATED COST (In Thousands)		
	*COUNTY	*CITY
*OPTIONAL		
		*STATE
		*FEDERAL
		*OTHER
		250
		*TOTAL
		250
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)	PROJECT NO.:	
0.1 Miles	M211 (374)	
Signature: 	Title: City Engineer	Date: August 7, 2024

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:
<b>LOCATION DESCRIPTION:</b> Safety Streets For All (SS4A) Study 33 <sup>rd</sup> Avenue from Lost Creek Parkway to 53 <sup>rd</sup> Street 8 <sup>th</sup> Street from 3 <sup>rd</sup> to 33 <sup>rd</sup> Avenue Howard Boulevard from 23 <sup>rd</sup> Street to 33 <sup>rd</sup> Avenue Downtown Area		
<b>EXISTING SURFACE TYPE AND STRUCTURES:</b> (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)		
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)	
2024 = NA, 2044 = NA	Arterial and Collectors	
<b>Proposed Improvement</b>		
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 9"
		Width: 41'
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:
		Type:
<b>New Bridge</b>	Roadway Width:	Length:
		Type:
<b>Box Culvert:</b>	Span:	Rise:
		Length:
		Type:
<b>Culvert:</b>	Diameter:	Length:
		Type:
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
		<input type="checkbox"/> Hydraulic Analysis Pending
<b>OTHER CONSTRUCTION FEATURES:</b>		
<b>ESTIMATED COST</b> (In Thousands)	*COUNTY	*CITY
*OPTIONAL		100
		400
<b>PROJECT LENGTH</b> (Nearest Tenth, State Unit of Measure)	<b>PROJECT NO.:</b>	
NA	M211 (375)	
Signature: 	Title: City Engineer	Date: August 7, 2024

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: 35 <sup>th</sup> Avenue Widening 25 <sup>th</sup> to 27 <sup>th</sup> Avenues							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)							
Average Daily Traffic 2024 = 350, 2044 = 550		Classification Type: (As shown on Functional Classification Map) Local					
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 9"	Width: 41'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: Includes sidewalks							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL			100				100
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles				PROJECT NO.: M211 (376)			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

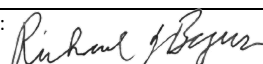
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:				
LOCATION DESCRIPTION: <p style="text-align: center;">CDBG 11<sup>th</sup> Street Sidewalks                  South side 1th Street from 23<sup>rd</sup> to 24<sup>th</sup> Avenue</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Concrete</p>						
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)					
2024 = NA, 2044 = NA	Local					
<b>Proposed Improvement</b>						
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: 9"				
		Width: 41'				
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Lighting				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Fencing				
		<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:				
		Type:				
<b>New Bridge</b>	Roadway Width:	Length:				
		Type:				
<b>Box Culvert:</b>	Span:	Rise:				
		Length:				
		Type:				
<b>Culvert:</b>	Diameter:	Length:				
		Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A				
		<input type="checkbox"/> Hydraulic Analysis Pending				
OTHER CONSTRUCTION FEATURES: Includes parking, curb and gutter replacement, pedestrian nodes at each intersection.						
ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		50				250
*OPTIONAL						
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.1 Miles			PROJECT NO.: M211 (377)			
Signature: 			Title: City Engineer		Date: August 7, 2024	

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: <p style="text-align: center;">NDOT Loup River Bridge</p>						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 14,455, 2044 = 21,000		Expressway				
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: Varies	Width: Varies		
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:		Type:		
<b>New Bridge</b>	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>	Span:	Rise:	Length:	Type:		
<b>Culvert:</b>	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending	
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">NDOT Project City LPA</p>						
ESTIMATED COST (In Thousands) *OPTIONAL	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
		6,500	11,500			18,000
PROJECT LENGTH (Nearest Tenth, State Unit of Measure) 0.3 Miles			PROJECT NO.: M211 (378)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:
LOCATION DESCRIPTION: <p style="text-align: center;">Loup River Bridge Section 105 Design Location in West Pawnee Park</p>		
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)		
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)	
2024 = NA, 2044 = NA	NA	
<b>Proposed Improvement</b>		
Design Standard Number: Municipal	Surfacing: Concrete	Thickness: NA
Width: NA		
<input checked="" type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks
<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/> Traffic Signal	<input checked="" type="checkbox"/> Structure
<input checked="" type="checkbox"/> Boards		
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:
		Type:
<b>New Bridge</b>	Roadway Width:	Length:
		Type:
<b>Box Culvert:</b>	Span:	Rise:
		Length:
		Type:
<b>Culvert:</b>	Diameter:	Length:
		Type:
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
		<input type="checkbox"/> Hydraulic Analysis Pending
OTHER CONSTRUCTION FEATURES:		
Bridge model structure Boards		
ESTIMATED COST (In Thousands)	*COUNTY	*CITY
*OPTIONAL		150
	*STATE	*FEDERAL
		*OTHER
		*TOTAL
		150
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)	PROJECT NO.:	
	M211 (379)	
Signature: 	Title: City Engineer	Date: August 7, 2024

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN


### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>	City: <b>COLUMBUS</b>	Village:																				
LOCATION DESCRIPTION: <p style="text-align: center;">Highway 81/63<sup>rd</sup> Avenue Traffic Signal Design</p>																						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)																						
Average Daily Traffic	Classification Type: (As shown on Functional Classification Map)																					
2024 = 9,145, 2044 = 11,000	Expressway																					
<b>Proposed Improvement</b>																						
Design Standard Number: Highway	Surfacing: Concrete	Thickness: 12"																				
Width:																						
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way																				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments																				
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing																				
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><b>Bridge to Remain in Place:</b></td> <td style="width: 25%;">Roadway Width:</td> <td style="width: 25%;">Length:</td> <td style="width: 25%;">Type:</td> </tr> <tr> <td><b>New Bridge</b></td> <td>Roadway Width:</td> <td>Length:</td> <td>Type:</td> </tr> <tr> <td><b>Box Culvert:</b></td> <td>Span:</td> <td>Rise:</td> <td>Length: Type</td> </tr> <tr> <td><b>Culvert:</b></td> <td>Diameter:</td> <td>Length:</td> <td>Type:</td> </tr> <tr> <td><b>Bridges and Culverts Sized</b></td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> N/A</td> <td><input type="checkbox"/> Hydraulic Analysis Pending</td> </tr> </table>			<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:	Type:	<b>New Bridge</b>	Roadway Width:	Length:	Type:	<b>Box Culvert:</b>	Span:	Rise:	Length: Type	<b>Culvert:</b>	Diameter:	Length:	Type:	<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Hydraulic Analysis Pending
<b>Bridge to Remain in Place:</b>	Roadway Width:	Length:	Type:																			
<b>New Bridge</b>	Roadway Width:	Length:	Type:																			
<b>Box Culvert:</b>	Span:	Rise:	Length: Type																			
<b>Culvert:</b>	Diameter:	Length:	Type:																			
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Hydraulic Analysis Pending																			
OTHER CONSTRUCTION FEATURES:																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ESTIMATED COST (In Thousands)</td> <td style="width: 12.5%;">*COUNTY</td> <td style="width: 12.5%;">*CITY</td> <td style="width: 12.5%;">*STATE</td> <td style="width: 12.5%;">*FEDERAL</td> <td style="width: 12.5%;">*OTHER</td> <td style="width: 12.5%;">*TOTAL</td> </tr> <tr> <td>*OPTIONAL</td> <td></td> <td style="text-align: center;">200</td> <td></td> <td></td> <td></td> <td style="text-align: center;">200</td> </tr> </table>			ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL	*OPTIONAL		200				200						
ESTIMATED COST (In Thousands)	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL																
*OPTIONAL		200				200																
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)		PROJECT NO.:																				
		M211 (380)																				
Signature: 	Title: City Engineer	Date: August 7, 2024																				

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

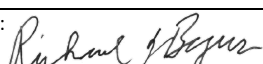
### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:			
LOCATION DESCRIPTION: <p style="text-align: center;">Downtown RR Quiet Zone Study 23<sup>rd</sup> and 26<sup>th</sup> Avenues</p>							
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge) <p style="text-align: center;">Asphalt over Concrete</p>							
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)					
2024 = 2,090, 2044 = 2,090 (23 <sup>rd</sup> Ave.)		Arterial / Collector					
2024 = 2,705, 2044 = 3,800 (26 <sup>th</sup> Ave.)							
<b>Proposed Improvement</b>							
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 9"	Width: 41'			
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input checked="" type="checkbox"/> Lighting				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input checked="" type="checkbox"/> Fencing					
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks					
<b>Bridge to Remain in Place:</b>							
	Roadway Width:	Length:		Type:			
<b>New Bridge</b>							
	Roadway Width:	Length:		Type:			
<b>Box Culvert:</b>							
	Span:	Rise:	Length:	Type:			
<b>Culvert:</b>							
	Diameter:	Length:		Type:			
<b>Bridges and Culverts Sized</b>							
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending			
OTHER CONSTRUCTION FEATURES: <p style="text-align: center;">Includes closed crossing upgrades and beautification between 12<sup>th</sup> and 30<sup>th</sup> Avenues</p>							
ESTIMATED COST (In Thousands)		*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
			300				300
*OPTIONAL							
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)				PROJECT NO.: <p style="text-align: center;">M211 (381)</p>			
Signature: 			Title: City Engineer		Date: August 7, 2024		

# Board of Public Roads Classifications and Standards

## FORM 7 ONE-AND SIX-YEAR PLAN

### HIGHWAY OR STREET IMPROVEMENT PROJECT

County: <b>PLATTE</b>		City: <b>COLUMBUS</b>		Village:		
LOCATION DESCRIPTION: 8 <sup>th</sup> Street & 12 <sup>th</sup> Avenue Intersection Evaluation						
EXISTING SURFACE TYPE AND STRUCTURES: (Such as Dirt, Gravel, Asphalt, Concrete, Culvert, or Bridge)  Concrete (both)						
Average Daily Traffic		Classification Type: (As shown on Functional Classification Map)				
2024 = 6715, 2044 = 8,400 (8 <sup>th</sup> Street)		Arterials				
2024 = 3,935, 2044 = 5,000 (12 <sup>th</sup> Avenue)						
<b>Proposed Improvement</b>						
Design Standard Number: Municipal		Surfacing: Concrete	Thickness: 9"	Width: 41'		
<input type="checkbox"/> Grading	<input type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting			
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> Traffic Signal			
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	<input checked="" type="checkbox"/> Study			
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<b>Bridge to Remain in Place:</b>						
	Roadway Width:	Length:		Type:		
<b>New Bridge</b>						
	Roadway Width:	Length:		Type:		
<b>Box Culvert:</b>						
	Span:	Rise:	Length:		Type	
<b>Culvert:</b>						
	Diameter:	Length:		Type:		
<b>Bridges and Culverts Sized</b>						
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Hydraulic Analysis Pending		
OTHER CONSTRUCTION FEATURES:						
ESTIMATED COST (In Thousands)						
	*COUNTY	*CITY	*STATE	*FEDERAL	*OTHER	*TOTAL
*OPTIONAL		150				150
PROJECT LENGTH (Nearest Tenth, State Unit of Measure)			PROJECT NO.:			
			M211 (382)			
Signature: 		Title: City Engineer		Date: August 7, 2024		

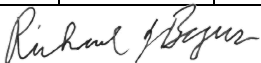
# Board of Public Roads Classifications and Standards

## Form 11 Report of Previous Year Highway or Street Improvement

Year Ending: December 31, 2024

Sheet 1 of 1

County: PLATTE			City: COLUMBUS		Village:	
PROJECT NUMBER	LENGTH (Nearest Tenth)	UNIT OF MEASURE	PROJECTED COST (Thousands)	CONTRACT PROJECT	OWN FORCES	DATE COMPLETED (Actual or Estimated)
M211 (325)	2.7	Miles	35,000	X		Continues
M211 (346)	0.1	Miles	125	X		Moved to 6 year plan
M211 (352)	0.4	Miles	3,450	X		Moved to 6 year plan
M211 (355)	-	-	275	X		10/2023
M211 (357)	0.5	Miles	2,500	X		7/2024
M211 (358)	0.2	Miles	350	X		5/2024
M211 (359)	-	-	250	X		Moved to 6 year plan
M211 (360)	-	-	930	X		Continues
M211 (362)	0.4	Miles	350	X		Continues
M211 (366)	0.2	Miles	225	X		Continues

Signature: 	Title: City Engineer	Date: August 7, 2024
--	-------------------------	-------------------------

10.B.3. Permanent utility blanket easement on Lot 3, Jackson Subdivision (west of 30th Avenue and 9th Street).

The City of **Columbus**

**MEMORANDUM**

---

---

**DATE:** August 6, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Permanent Utility Blanket Easement – Lot 3, Jackson Subdivision

**RECOMMENDATION:**

Recommend approval of the permanent utility blanket easement on Lot 3, Jackson Subdivision on the property owned by the City of Columbus.

**DISCUSSION:**

The permanent utility blanket easement is for maintenance of an existing service utility line. The City must maintain maintenance access for this utility line if this property is sold in the future.

**FISCAL IMPACT:**

None.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

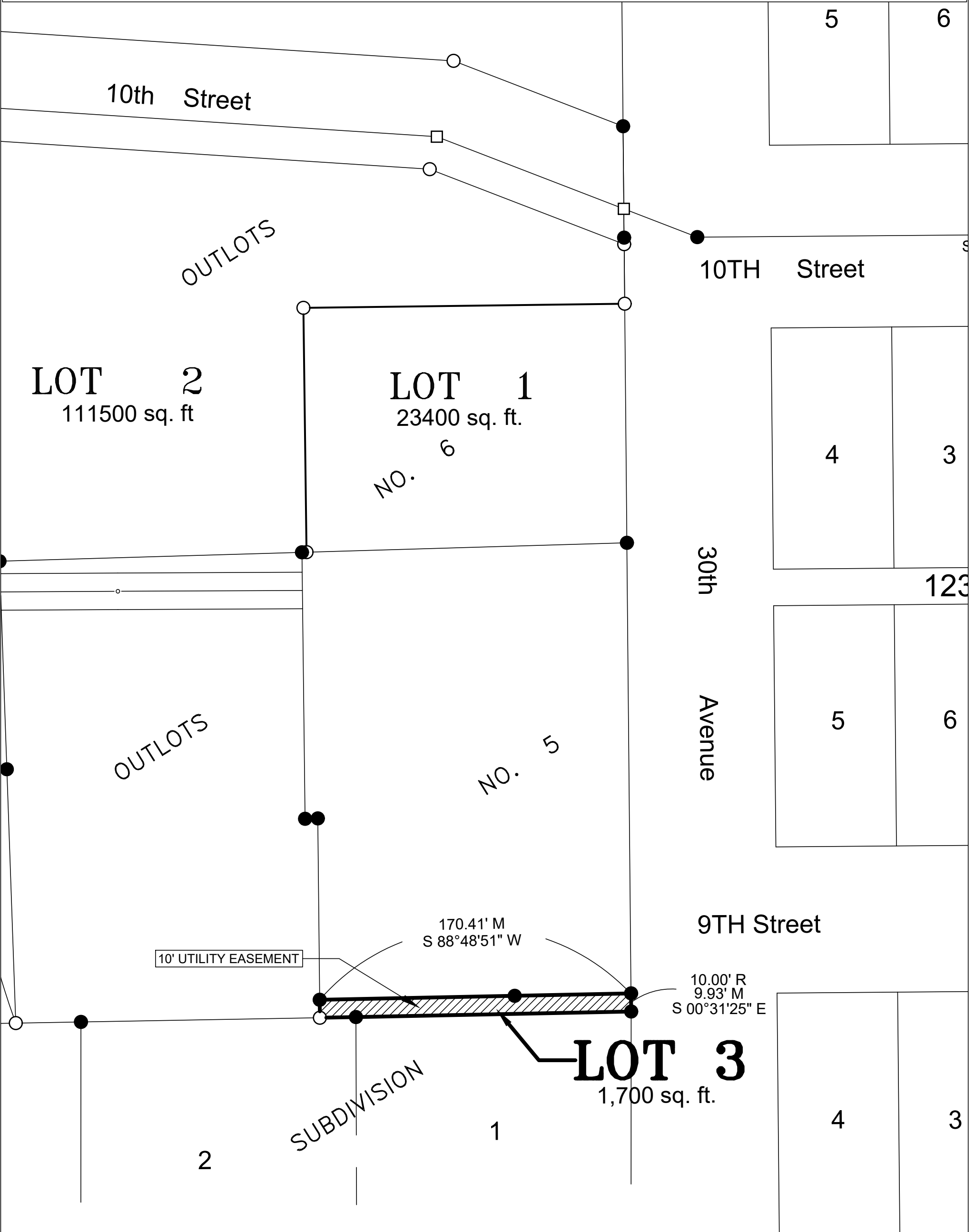
N



# EXHIBIT A

## LOT 3, JACKSON SUBDIVISION PLATTE COUNTY, NEBRASKA

SCALE: 1" = 50'



10.B.4. Authorization to advertise sale of city-owned properties of Lot 3, Jackson Subdivision (west side of 30th Avenue and 9th Street) and Lots 1 through 8 and vacated alley, Block 73, Original City (northwest corner of 12th Street and 15th Avenue).

The City of **Columbus**

**MEMORANDUM**

**DATE:** August 6, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Authorization to Sell City Owned Property, Lot 3, Jackson Subdivision and part of Block 73, Original City of Columbus

**RECOMMENDATION:**

Recommend approval and authorizing staff to advertise the sale of City owned excess property of Lot 3, Jackson Subdivision and remaining parts of Block 73, Original City of Columbus, including the abandoned alley.

**DISCUSSION:**

Nebraska State Statutes to be followed in the proposed sale of the properties. The process includes advertising the sale, obtaining sealed bids, obtaining a Purchase Agreement and Ordinance from the selected bidder, passage and advertising of the Ordinance, a 30-day remonstrance period, and filing of the Ordinance and Deed in the courthouse.

The City will maintain a blanket public utility easement on Lot 3, Jackson Subdivision.

Block 73 must maintain BNSF covenants, restrictions and agreements the City purchased the property sold "as is with all faults" including all patent and latent defects.

The minimum established bid amount is based off the City's recent sale of property and are as follows:

- \$2,000 for Lot 3, Jackson Subdivision which is approximately 1,704 SF
- \$50,000 for part of Block 73, Original City of Columbus which is approximately 57,000 SF

**FISCAL IMPACT:**

Minor reduction in cost of maintenance of the properties.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

# **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between \_\_\_\_\_ (hereinafter referred to as the "Buyer"), and the City of Columbus, a municipal corporation of the State of Nebraska, (hereinafter referred to as "Seller").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase all that certain plots, pieces and parcels of land, situated, lying and being in Platte County, Nebraska hereinafter referred to as "Property" and more particularly described as follows:

Lot 3, Jackson Subdivision to the City of Columbus, Platte County, Nebraska, thereof containing 1704 square feet, more or less.

Said real estate is further shown on the Attached Exhibit A.

All personal items/property left on the Property shall be deemed to be included in the sale of the Property, and the Buyer may dispose of such personal items/property in any manner it sees fit.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the total sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- a. \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) on the date of closing.
- b. As evidence of good faith, the Buyer, when submitting its bid to purchase, provided an Earnest Money Payment in the sum of One Thousand Dollars and No Cents (\$1,000). At the closing date contemplated by this Agreement, this amount shall be applied to and credited toward the total purchase amount.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place at a mutually agreed upon location and date and time. The date, time, and location of closing may be amended by the Agreement of Buyer and Seller's administration. The Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and shall pay those at or before closing.

Buyer is entitled to exclusive possession of the Property effective immediately upon closing. Prior to closing, Buyer shall have the limited right to have access to the Property for the purposes or conducting test, site surveys, and other such activities ordinarily associated with purchases of the type contemplated herein.

4. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the real estate for 2023 and all years prior to closing will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes which may be assessed against the property for 2024, and each year thereafter, shall be the sole responsibility of the Buyer. Any special assessment currently assessed, or which may become assessed after the date of this agreement but prior to the closing date, will be paid by the Seller prior to closing. Buyer assumes all assessments and special taxes after the closing date.

5. **CONDITION OF PROPERTY.** The Property, and all buildings, improvements, and fixtures if any located thereon, is being sold "AS IS" with any and all patent and latent defects, including those relating to the environmental condition of the Property; and, no representations, express or implied, are made by Seller as to the nature or condition of the Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/it had the full opportunity to review and inspect the Property and that Buyer hereby explicitly agrees to take ownership of the Property subject to the "AS IS" condition with any and all faults that do or may exist.

6. **CONTINGENCY.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Seller selling real property, Seller (as it is a municipality) is required by state law to: provide notice to the public; pass an ordinance; and, grant the citizens of the City of Columbus, Nebraska, the right to protest against or remonstrate against this conveyance. Therefore, this Agreement and sale of the Property are contingent upon the citizens of the City of Columbus, Nebraska not remonstrating against the sale and conveyance contemplated herein pursuant to Neb. Rev. Stat. § 16-202. If the Seller receives a valid remonstrance pursuant to the aforementioned state statute, this Agreement shall be considered null and void and of no force and affect. Upon execution of this Agreement the Seller shall promptly comply with the requirements contained in Neb. Rev. Stat. § 16-202 to be authorized to convey this Property to Buyer.

7. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession following closing, in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss shall be upon the Seller until closing. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

8. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owner of the Property. Unless otherwise set out in this Agreement, Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Quit Claim Deed upon closing. Buyer has the right to obtain a title insurance commitment and/or an environmental assessment (as stated herein) at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easements of record and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel this Agreement and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

9. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The Parties agree that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because said statute does not apply to a transfer "to or from any governmental entity" as Buyer is a governmental entity. To the extent

that Neb. Rev. Stat. § 76-2,120 may be perceived as requiring a disclosure statement then Buyer expressly waives any such disclosure.

10. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

- Seller at: \_\_\_\_\_
- Buyer at: \_\_\_\_\_

11. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

12. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

13. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

14. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

15. **AUTHORIZATION.** Buyer's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Buyer 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 Buyer, with any law, regulation, or court order that is applicable to the Buyer in any way.

16. **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.

17. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

18. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

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 provisions of the Agreement and all which other provisions shall remain in full force and effect.

20. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

\*\*\*\*\* REMAINDER OF PAGE LEFT INTENTIONALLY BLANK \*\*\*\*\*

DRAFT

IN WITNESS WHEREOF, the Seller executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2024:

_____ _____ By: Buyer, as _____ of and on behalf of _____.	City of Columbus: _____ By: James Bulkley, as Mayor of and on behalf of the City of Columbus ATTEST: _____ CITY CLERK  APPROVED AS TO FORM: _____ CITY ATTORNEY
---	---

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF PLATTE    )

Before me, a notary public, qualified for said county, personally came \_\_\_\_\_, an individual, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF PLATTE    )

Before me, a notary public, qualified for said county, personally came James Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

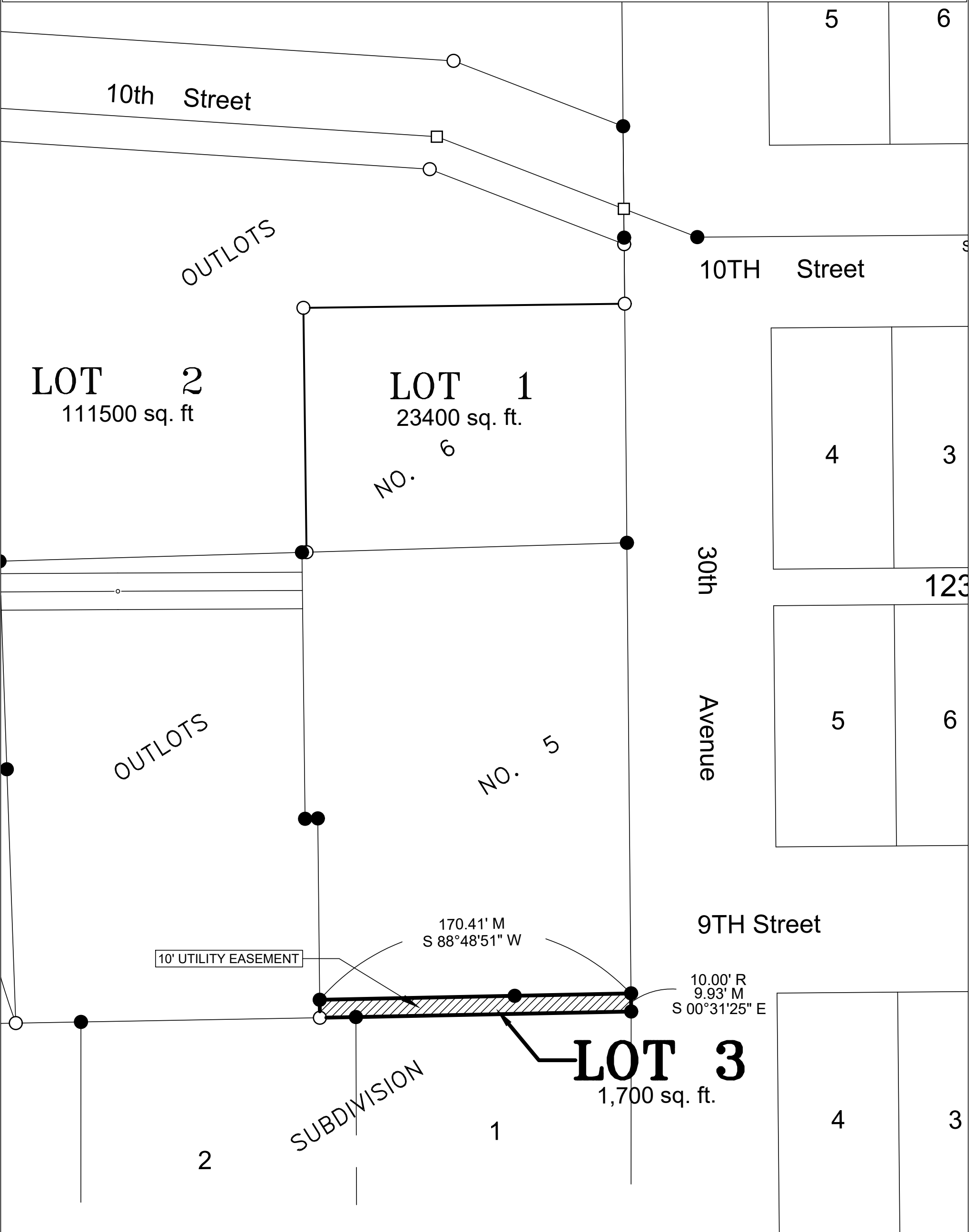
N



# EXHIBIT A

## LOT 3, JACKSON SUBDIVISION PLATTE COUNTY, NEBRASKA

SCALE: 1" = 50'





# EXHIBIT A

## LOT 3, JACKSON SUBDIVISION PLATTE COUNTY, NEBRASKA

SCALE: 1" = 50'



10th Street

OUTLOTS

LOT 2  
111500 sq. ft

LOT 1  
23400 sq. ft.

NO. 6

30th

Avenue

OUTLOTS

NO. 5

9th Street

10' UTILITY EASEMENT

170.41' M  
S 88°48'51" W

10.00' R  
9.93' M  
S 00°31'25" E

LOT 3  
1,700 sq. ft.

SUBDIVISION

2

1

5

6

10TH Street

4

3

123

5

6

4

3

# **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between \_\_\_\_\_ (hereinafter referred to as the "Buyer"), and the City of Columbus, a municipal corporation of the State of Nebraska, (hereinafter referred to as "Seller").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase all that certain plots, pieces and parcels of land, situated, lying and being in Platte County, Nebraska hereinafter referred to as "Property" and more particularly described as follows:

Lots 1, 2, 3, and 4 Lying South of the Union Pacific Railroad right-of-way and all of Lots 5, 6, 7 and 8, Block 73, Original City of Columbus, Platte County Nebraska and the vacated alley adjacent thereto.

Said real estate is further shown on the Attached Exhibit B.

All personal items/property left on the Property shall be deemed to be included in the sale of the Property, and the Buyer may dispose of such personal items/property in any manner it sees fit.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the total sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- a. \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) on the date of closing.
- b. As evidence of good faith, the Buyer, when submitting its bid to purchase, provided an Earnest Money Payment in the sum of One Thousand Dollars and No Cents (\$1,000). At the closing date contemplated by this Agreement, this amount shall be applied to and credited toward the total purchase amount.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place at a mutually agreed upon location and date and time. The date, time, and location of closing may be amended by the Agreement of Buyer and Seller's administration. The Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and shall pay those at or before closing.

Buyer is entitled to exclusive possession of the Property effective immediately upon closing. Prior to closing, Buyer shall have the limited right to have access to the Property for the purposes or conducting test, site surveys, and other such activities ordinarily associated with purchases of the type contemplated herein.

4. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the real estate for 2023 and all years prior to closing will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes which may be assessed against the property for 2024, and each year thereafter, shall be the sole responsibility of the Buyer. Any special assessment currently assessed, or which may become assessed after the date of this agreement but prior to the closing date, will be paid by the Seller prior to closing. Buyer assumes all assessments and special taxes after the closing date.

5. **CONDITION OF PROPERTY.** The Property, and all buildings, improvements, and fixtures if any located thereon, is being sold "AS IS" with any and all patent and latent defects, including those relating to the environmental condition of the Property; and, no representations, express or implied, are made by Seller as to the nature or condition of the Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/it had the full opportunity to review and inspect the Property and that Buyer hereby explicitly agrees to take ownership of the Property subject to the "AS IS" condition with any and all faults that do or may exist.

6. **CONTINGENCY.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Seller selling real property, Seller (as it is a municipality) is required by state law to: provide notice to the public; pass an ordinance; and, grant the citizens of the City of Columbus, Nebraska, the right to protest against or remonstrate against this conveyance. Therefore, this Agreement and sale of the Property are contingent upon the citizens of the City of Columbus, Nebraska not remonstrating against the sale and conveyance contemplated herein pursuant to Neb. Rev. Stat. § 16-202. If the Seller receives a valid remonstrance pursuant to the aforementioned state statute, this Agreement shall be considered null and void and of no force and affect. Upon execution of this Agreement the Seller shall promptly comply with the requirements contained in Neb. Rev. Stat. § 16-202 to be authorized to convey this Property to Buyer.

7. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession following closing, in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss shall be upon the Seller until closing. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

8. **ACKNOWLEDGMENTS AND RESERVATIONS.** Buyer acknowledges that Seller acquired the Property at issue from the BNSF Railway Company (herein referred to as BNSF). Pursuant to said acquisition, Seller became bound to certain conditions, regulations, and reservations. Said conditions, regulations, and reservations, are covenants attaching to the Property, run with the land, and are also reflected in the Quitclaim Deed recorded with the Platte County Register of Deeds on July 6, 2018, in Book 240 at Page 338. Seller herein reproduces those conditions, regulations, and reservations. Buyer agrees to be bound said conditions, regulations, reservations, and covenants that the Seller is/was bound to with BNSF. For the purpose of this Section, Grantor shall mean Seller and/or BNSF; and, Grantee shall mean Buyer. Said conditions, regulations, reservations, and covenants are as follows:

- a. Grantee's interest shall be subject to the rights and interest of Grantor, Grantor's licenses, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the

construction maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track or adjacent to the Property as may be presently located on the Property.

- b. Grantee' interest shall be subject and Grantor does hereby specifically reserve all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take remove and market any and all such products in any manner which will not damage the structures on the surface of the Property, together with the right of access at all times to exercise said rights.
- c. Any improvement constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.
- d. For 99 years after the closing Date [July 6, 2018], Grantee agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.
- e. Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in all or part of the Property, in any, may rise only to the level of an easement for railroad purpose. Grantee is willing to accept Grantor's interest in the Property, if any, on the basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to any portion of the Property. In light of Grantor's disclosure that it may not hold a fee interest in all or part of the Property, Grantee agrees to indemnify, defend and hold Grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorney's fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.
- f. Grantee has been allowed to make an inspection of the Property. **GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde,

or other environmentally sensitive building materials in, on, or in proximity to the Property, the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in on or under the Property, the condition of title to the property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the “**Condition of the Property**”). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee’s inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor’s officers, directors, shareholders, employees and agents (collectively, “**Idemnitees**”) from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitution claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) or any kind and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor remaining property or the operation or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any government agency concerning any Hazardous Substance on the Property. The term “**Environmental Law**” means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response,

Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term “**Hazardous Substance**” means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

Grantee further understands that a portion of the Property is, or maybe, on the State of Nebraska Leaking Underground Storage Tank (LUST) Trust Fund Priority List and that the Nebraska Department of Environmental Quality (NDEQ) and the United States Environmental Agency (USEPA) are performing remedial activities at the property, which may include without limitation investigation, monitoring, and remediation. Grantee acknowledges that, in accordance with applicable regulations, NDEQ and USEPA have authority to access the Property for purposes of performing remedial activities. Grantee agrees to cooperate with NDEQ and USEPA regarding access to the Property for purposes of performing such remedial activities.

The covenants and agreements set forth in paragraphs (A) through (F), above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting the Grantor, and their heirs, successor and assigns; they shall also be included in the Quitclaim Deed. Further, Grantee is bound by these covenants and agreements as required by the Quitclaim Deed recorded with the Platte County Register of Deeds on July 6, 2018 in Book 240 at Page 338.

9. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owner of the Property. Unless otherwise set out in this Agreement, Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Quit Claim Deed upon closing. Buyer has the right to obtain a title insurance commitment and/or an environmental assessment (as stated herein) at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easements of record and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel this Agreement and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

10. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The Parties agree that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because said statute does not apply to a transfer “to or from any governmental entity” as Buyer is a governmental entity. To the extent that Neb. Rev. Stat. § 76-2,120 may be perceived as requiring a disclosure statement then Buyer expressly waives any such disclosure.

11. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

- Seller at: \_\_\_\_\_
- Buyer at: \_\_\_\_\_

12. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

13. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

14. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

15. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

16. **AUTHORIZATION.** Buyer's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Buyer 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 Buyer, with any law, regulation, or court order that is applicable to the Buyer in any way.

17. **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.

18. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

19. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

20. **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 provisions of the Agreement and all which other provisions shall remain in full force and effect.

21. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

\*\*\*\*\* REMAINDER OF PAGE LEFT INTENTIONALLY BLANK \*\*\*\*\*

DRAFT

IN WITNESS WHEREOF, the Seller executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2024:

_____ _____ By: Buyer, as _____ of and on behalf of _____.	City of Columbus: _____ By: James Bulkley, as Mayor of and on behalf of the City of Columbus ATTEST: _____ CITY CLERK  APPROVED AS TO FORM: _____ CITY ATTORNEY
---	---

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF PLATTE    )

Before me, a notary public, qualified for said county, personally came \_\_\_\_\_, an individual, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF PLATTE    )

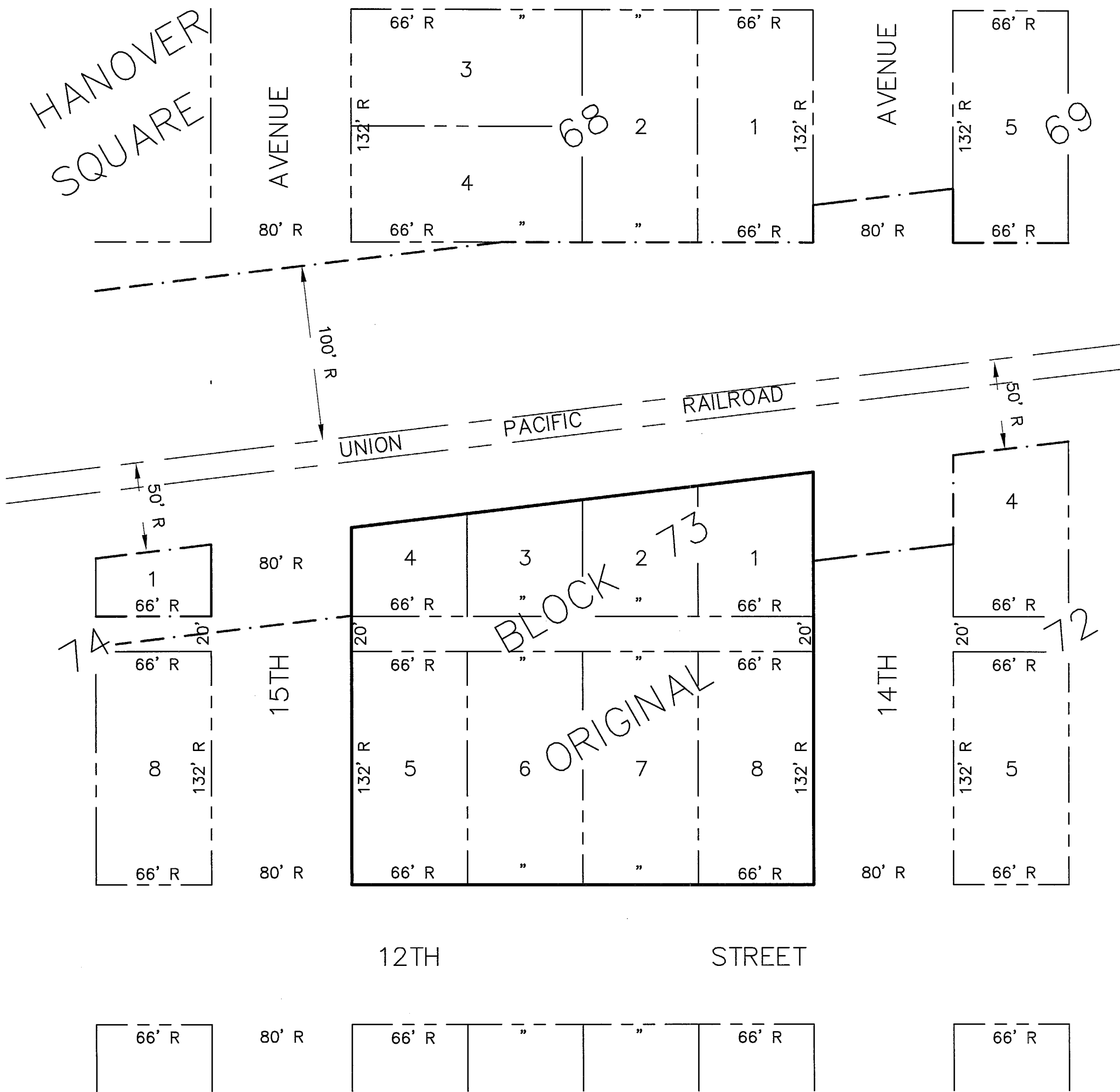
Before me, a notary public, qualified for said county, personally came James Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

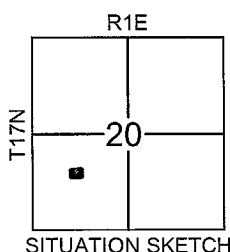
\_\_\_\_\_  
Notary Public

# EXHIBIT B

## BLOCK 73, ORIGINAL CITY OF COLUMBUS PLATTE COUNTY, NEBRASKA



1" = 60'

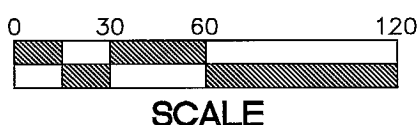


SITUATION SKETCH

### Legal Description

Lots 1, 2, 3, and 4 Lying South of the Union Pacific Railroad right-of-way and all of Lots 5, 6, 7 and 8, Block 73, Original City of Columbus, Platte County Nebraska and the vacated alley adjacent thereto.

**LEGEND**  
R - Recorded Distance  
M - Measured Distance



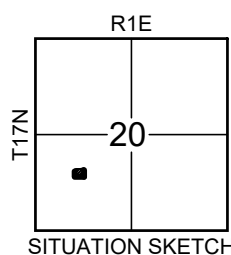
SCALE

# EXHIBIT A

## BLOCK 73, ORIGINAL CITY OF COLUMBUS PLATTE COUNTY, NEBRASKA



1" = 60'  
5/29/18  
BDB

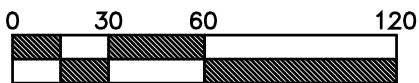


### Legal Description

Lots 1, 2, 3, and 4 Lying South of the Union Pacific Railroad right-of-way and all of Lots 5, 6, 7 and 8, Block 73, Original City of Columbus, Platte County Nebraska and the vacated alley adjacent thereto.

### LEGEND

R - Recorded Distance  
M - Measured Distance



SCALE

10.C.PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - August 13,  
2024.

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE  
August 13, 2024

A meeting of the Public Finance, Judiciary, and Personnel Committee of the City of Columbus, Nebraska, was convened in open and public session on August 13, 2024, at 4 p.m. in the 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 August 8, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Hiemer announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Finance, Judiciary, and Personnel Committee members: Council Members Cynthia Alarcòn, Troy Hiemer, and Rich Jablonski. City staff members included City Administrator Tara Vasicek, City Clerk Shuraya Choat, Police Chief Sherer, Fire Chief Ryan Gray, Finance Director Heather Lindsley, Human Resource Director Tammy Orender, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Parks and Recreation Director Betsy Eckhardt, Project Engineer Braden Labenz, and Golf Professional Doug Dunbar. Council Member Hope Freshour was absent and excused.
2. **Schedule of Fees for Fiscal Year 2024-25.** Eckhardt confirmed an event fee increase for Frankfort Square and added that the electricity fee would be assessed based on usage, instead of a flat rate. She also discussed the fee changes for the Aquatic Center regarding swim meets and practices. Sherer explained that Code Enforcement is now part of the Police Department, so the fees were moved accordingly. A recommendation was made to approve the Schedule of Fees for fiscal year 2024-25 as presented with a motion by Jablonski and a second by Alarcòn. Alarcòn, Hiemer, and Jablonski voted "Aye" and none voted "Nay". Freshour was absent.
3. **Update of Employee Personnel Manual.** Vasicek explained that Chapter 6 was heavily updated to include coaching, problem solving, and conflict resolution. A recommendation was made to approve the changes to the Personnel Manual as presented with a motion by Alarcòn and a second by Jablonski. Alarcòn, Hiemer, and Jablonski voted "Aye" and none voted "Nay". Freshour was absent.
4. **Adjournment.** The meeting adjourned at 4:15 p.m.

OFFICE OF THE CITY CLERK  
:Shuraya Choat

10.C.1. Schedule of Fees for Fiscal Year 2024-25.

**SCHEDULE OF FEES**  
**2024 – 2025**  
**INDEX**

**ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY  
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.**  
All required insurance certificates shall name the City of Columbus as additional insured.

<b>AIRPORT</b>	1
<b>AQUATICS</b>	
Aquatic Center	2
Pawnee Plunge	5
<b>CEMETERY</b>	7
<b>COLUMBUS AREA TRANSIT</b>	8
<b>SENIOR CENTER</b>	9
<b>COMMUNITY DEVELOPMENT</b>	10
<b>ECONOMIC DEVELOPMENT</b>	16
<b>ENGINEERING</b>	17
<b>FIRE</b>	19
<b>GENERAL ADMINISTRATION</b>	22
<b>GOLF COURSE</b>	23
Quail Run	24
Van Berg	25
<b>LIBRARY</b>	26
<b>PARKS AND RECREATION</b>	27
<b>POLICE</b>	31
Animal Control	33
Code Enforcement	34
<b>PUBLIC WORKS</b>	
Street	35
Transfer Station	37
Water/Sewer Utilities	39

## AIRPORT

	Rent per Month
Hangar 1412N	\$125
Hangar 1412S	\$115
Hangar 1406W	\$240
Hangar 1406E	\$240
Hangar 1230	\$45
Hangar 1240	\$95
Hangar 1315	\$200
Hangar 1508	\$100
Hangar 1508 Storage Units	\$55
Hangar 1412W	\$280
Hangar 1412E	\$280
Hangar 1334	\$750
Hangar 1340	\$690
Hangar 1307	\$185
Hangar 1430	\$400
Land Lease/Non-Airport Owned Hangars	**\$0.30 per sq. ft.
Aerial Applicator Agreement	\$2,000 per year
Flowage	*\$0.10 per gallon
Fuel Storage	*\$0.12 per gallon
T -Hangar waiting list:	
Administrative Fee (non-refundable)	\$25
Deposit (refundable if removed from list or will be applied to first month hangar rent).	\$100

\*Applicable Upon Lease Renewal

\*\*Excludes Current Leases

## **AQUATICS**

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Passholders may receive a discounted price for some programs. The discount will reflect that the passholder is already paying for facility usage and the fee will be for the cost of the program only.

*Program fees are non-refundable.*

### **AQUATIC CENTER**

#### **Daily Admission**

3 & under	Free
Individual	\$5

#### **Annual Pass** (Good for one year from date of purchase)

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$60/each
Non-Household Pass Member Group (Maximum of 6)	\$600

#### **Monthly Pass**

Individual	\$35
------------	------

#### **Annual Combo Pass (Aquatic Center & Pawnee Plunge)**

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include on caregiver)</i>	
Additional Household Pass Member	\$90/each
Non-Household Group Pass (Maximum of 6)	\$800

#### **Admission Punch Cards**

50 Punches	\$100
25 Punches	\$75
10 Punches	\$35
5 Punches	\$20

#### **Group Swimming Lesson**

Parent/Child	\$45
Preschool	\$45
Level 1 through 6	\$60

**Private Swimming Lesson**

Single Lesson	\$30
3 Lesson Package	\$80
6 Lesson Package	\$150

*Swimming lessons are non-refundable.*

**Locker Rentals – Annual**

\$50

**Aquatic Therapy**

\$75 per 15 minutes

*\*Requires agreement.*

**Facility Rental**

Private Facility Rental	\$100/hr
High School Swim Team Practice Rental	\$100/each
High School Swim Meets	\$100/hr

Party Room Rental (baptisms, meetings, family reunions, etc.) (swimmers must pay daily admission or use pass)	\$60
--	------

**Birthday Party Packages**

Cost includes 20 guest admissions (\$5/additional guest), full access to party room including: tables, chairs, refrigerator and more, t-shirt for the Birthday Child, and additional staff.

**Non-Private Party: Normal Operating Hours**

Saturday 12pm (Set Up), 1pm-4pm Party	
Passholder	\$110
Non-Passholder	\$135

**Private Party: Outside Normal Operating Hours**

Friday: 4pm (Set Up) 5pm-8pm Party	
Saturday: 4pm (Set Up) 5pm-8pm Party	
Sunday 12pm (Set Up) 1pm-4pm Party	
Passholder	\$135
Non-Passholder	\$160

**Concessionaire/Vending**

Daily Fee	\$20
-----------	------

**Lifeguard Class**

Full Class (5 student minimum)

Employee

\$70

Non-Employee

Actual program cost plus administrative fees

Review Class – includes CPR review (5 student minimum)

Employee

\$40

Non-Employee

Actual program cost plus administrative fees

**CPR Class**

Full Class (5 student minimum)

Employee

\$30

Non-Employee

Actual program cost plus administrative fees

Review Class (5 student minimum)

Employee

\$15

Non-Employee

Actual program cost plus administrative fees

**Class Materials**

Actual cost of materials

## PAWNEE PLUNGE WATER PARK

### Daily Admission

*(Includes both open sessions: 12 Noon – 5 p.m. and 6:30 p.m.-8:30 p.m.)*

3 yrs. & Under	Free
4 yrs. & Up	\$10
5 Person Group	\$40
10 Person Group	\$70
Non-Swimmer	\$ 3
<i>(not swimming, not dressed to swim, and not the guardian of a 6 &amp; under swimmer)</i>	
Evenings only session (6:30 p.m. – 8:30 p.m. Monday through Thursday)	\$5

### Fitness

Passholder	No charge
Non-passholder	\$5

### Flow Rider Bracelet

*(In addition to daily/season/combo pass)*

\$3

### Season Pass

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$60/each
Non-Household Group Pass (Maximum of 6)	\$600

### Combo Pass (Aquatic Center & Pawnee Plunge)

*(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)*

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$90/each
Non-Household Group Pass (Maximum of 6)	\$800

### Admission Punch Cards

50 Punches	\$200
25 Punches	\$125

## Facility Rental

Public Hours are 12:00 p.m. – 8:00 p.m.

Exclusive Use – Before or After Public Hours \$500/hr  
(Includes 1 supervisor, 1 office personnel, 14 lifeguards, 4 slides)

*Reservation required with deposit of \$500. Deposit will be applied toward total rate. Cancellations must be received twenty-four hours in advance or deposit will not be refunded.*

Flow Rider exclusive use – Before or After Public Hours \$75/hr  
(Includes 1 supervisor, 1 office personnel, 1 lifeguard)

Lap Pool exclusive use – Before or After Public Hours \$150/hr  
(Includes 1 supervisor, 1 office personnel, 3 lifeguards)

Party Room \$60

Monday – Thursday, 12:30 p.m. – 4 p.m.

Friday – Sunday, 12 p.m. – 3:30 p.m. or 3:30 p.m. – 7 p.m.

## **CEMETERY**

Cost of Space	\$700
Grave Opening	\$600
Cost of Space (infant)	\$300
Grave Opening (infant)	\$200
Cost of Space (cremation)	\$400
Grave Opening (cremation)	\$300
Grave Opening (cremation vault)	\$350
Certificate of Ownership Transfer	\$50
Stone Setting	\$50
Saturday Funeral (extra charge)	\$300
Winter Funerals	\$75
(December through February, extra charge)	
Disinterment (burial)	\$1,000
Disinterment (cremation)	\$500
Disinterment (infant)	\$500

If traditional spaces are sold back to the City of Columbus the city will purchase for \$200 per space.

If cremation spaces are sold back to the City of Columbus the city will purchase for \$100 per space.

If infant spaces are sold back to the City of Columbus the city will purchase for \$50 per space.

## **COLUMBUS AREA TRANSIT**

**Boarding Rates:** The boarding rates are determined through review of available funding from the Nebraska Department of Roads, United Way, and City of Columbus Budget. Punch tickets are available at Columbus Area Transit office.

### **Boarding Punch Cards for Eligible Riders**

<b>Punch Card</b>	<b>Fee</b>
5 punch	\$10
10 punch	\$20
20 punch	\$40

## **SENIOR CENTER**

**Facility Rental:** \$25 per hour

### **Meals:**

#### **Congregate Meal**

Eligible Diner (60 and older) \$5 per meal  
(suggested donation)

Ineligible Diner (Under the age of 60) \$10 per meal

#### **Take Out Meal:**

Eligible Diner \$5.50 per meal  
(suggested donation)

Ineligible Diner \$10 per meal

#### **Home Delivered Meal:**

Eligible Diner Only \$6 per meal  
(suggested donation)

All meals are determined through review of funding provided by Northeast Nebraska Area Agency on Aging and the fiscal budget. Meals for eligible diners are considered a suggested contribution per meal. Meals for ineligible diners are fee-based.

## **COMMUNITY DEVELOPMENT – BUILDING PERMITS**

Building Permit Fees (shall be paid prior to issuance of building permit)

<b>Total Valuation</b>		<b>Fees</b>	
\$ 1	to	2,000	\$27.50
2,001	to	25,000	\$27.50 for first \$2,000 plus \$5.50 for each additional \$1,000 or fraction thereof up to and including \$25,000.
25,001	to	50,000	\$154 for first \$25,000 plus \$4.40 for each additional \$1,000 or fraction thereof up to and including \$50,000.
50,001	to	100,000	\$264 for first \$50,000 plus \$3.85 for each additional \$1,000 or fraction thereof up to and including \$100,000.
100,001	to	500,000	\$456.50 for first \$100,000 plus \$2.20 for each additional \$1,000 or fraction thereof up to and including \$500,000.
500,001	and up		\$1,336.50 for first \$500,000 plus \$1.65 for each additional \$1,000 or fraction thereof.
General Contractor Registration			No Fee/Certificate of Insurance \$1,000,000 aggregate
Administrative Fee for Online Applications			\$2
Plan review fee equal to 10 percent of building permit for review under the International Residential Code.			
Plan review fee equal to 25 percent of building permit for review under the International Building Code.			
Fence Permit			\$30
Demolition Permit			\$30
Sign Permit:		0-99 sq. ft.	\$35
		100-199 sq. ft.	\$65
		200-300 sq. ft.	\$120
Mobile Home Set Down Permit			\$100

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official. The Chief Building & Code Official may waive the requirement for a building permit when structure is temporary in nature or less than one hundred twenty (120) square feet in floor area and has no foundation. There shall be no permit required for re-roofing or re-siding an existing structure.

**COMMUNITY DEVELOPMENT – BUILDING MOVING PERMITS & LICENSES**

Building Moving Permit	\$100 minimum or 4¢ per square foot of floor area, whichever is greater. (
Signs (building moving)	\$17 plus tax
Building Moving Permit *after building is already moved	\$150
Building Moving Annual License Fee	\$60
Insurance requirements	\$1,000,000 aggregate

Public Liability Insurance is required naming the City of Columbus, Nebraska as additional insured which fully protects the City or anyone else for damages sustained to a person(s) or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and save the City harmless from any and all suits, judgments, exactions, executions, and liabilities as to personal injuries or property damage in connection with, or related to, or growing out of any building move.

## **COMMUNITY DEVELOPMENT – PLUMBING LICENSES & PERMITS**

### **Plumbing Licenses and Registration Fees:**

Master Plumber:

Resident \$60 per year + Certificate of insurance  
\$1,000,000 aggregate

Non-Resident \$60 per year + Certificate of insurance  
\$1,000,000 aggregate

Journeyman Plumber:

Resident & Non-Resident \$30 per year

Apprentice Plumber:

Resident & Non-Resident \$20 per year

Do Your Own Plumbing Registration \$30

Water Conditioning Contractor \$30 per year + Certificate of  
insurance \$1,000,000 aggregate

Water Conditioning Installer \$30

### **Plumbing Permit Fees** (shall be paid prior to issuance of plumbing permit):

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official.

Plumbing New Residential:

One Bathroom \$80

Each Additional Bathroom \$15

Each Additional 1/2 Bathroom \$13

Plumbing New Commercial \$75 plus \$5 for each fixture or trap opening

Existing Plumbing Remodel & Extensions \$15 plus \$5 for each fixture or trap opening

Sewer & Water Inspections not covered under  
new residential or commercial permits \$25

Sprinkler System \$20

Backflow Protective Devices:	\$15 plus \$8 each for 2" and smaller \$15 plus \$13 each over 2"
Mobile Home Park Sewer	\$15 plus \$10 per space

**GAS PIPING**

Up to five outlets	\$30
Over five outlets	\$30 plus \$5 for each outlet over five

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT, REZONING,  
SPECIAL USE PERMIT**

**Application Fees:**

*All application fees include initial cost of publications and signs. If additional publications and/or signs are required, additional fees will be assessed.*

Board of Adjustment \$200

Rezoning/Special Use Permit/  
Planned Unit Development (PUD) \$500

**Other Fees:**

Administrative Fee \$15

Comprehensive Plan \$35 plus tax

Columbus Land Development Ordinance \$30 plus tax

Publications Actual cost of publication

Signs (rezoning, special use permit,  
Board of Adjustment) \$17 plus tax

Zoning Verification Reports \$30 plus tax

**COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES**

**Application Fee:**

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000 (non-refundable)
Special Use Permit – New Facility	\$3,000

**COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

**Application Fee:**

Modify, Replace, and Install New Ground Mounted Facility or Pole	\$250 per facility and pole
---	-----------------------------

**Co-location on Authority Pole:**

Application Fee	\$500 minimum for up to 5 facilities, \$100 for each additional facility on same application (maximum of 10)
Annual Usage Rate	\$20 per pole
Right-of-Way Use Rate	250 annually per small wireless facility

## **ECONOMIC DEVELOPMENT**

### **PACE (Property Assessed Clean Energy) Program:**

Application fee	\$1,000 due with application
Administrative fee	\$40,000 or 1% of the capital amount of the PACE project, whichever is less, due at closing
Annual fee	\$500 due annually for life of the bond

## **ENGINEERING**

### **Application Fees:**

*All application fees include initial cost of publications. If additional publications are required, additional fees will be assessed.*

Vacation of street, alley, or easement	\$300
Preliminary Plat	\$325 plus \$20 per lot review fee
Final Plat	\$325 plus \$15 per lot review fee
Administrative or Minor Plat	\$325

### **Permit to Occupy Right-Of-Way Application Fees:**

Temporarily Occupy	\$10 per day
Permanently Occupy	\$250 per facility
Right-of-Way Use Rate (not applicable to right-of-way users With a current franchise agreement)	\$250 annually per facility, single linear run of underground utility infrastructure

### **Other Fees:**

Administrative Fee	\$15
Map Update Fee	\$25
Plans and Specifications (Includes standard USPS mailing)	\$75 minimum - \$125 if purchased from Engineering Dept. \$30 if purchased from Quest CDN
RFQ, RFP, Design-Build Letter of Interest	\$20 from <a href="http://www.questCDN.com">www.questCDN.com</a>
Publications	Actual cost of publication.
36" x 48" Print (Map)	\$10 per sheet plus tax
24" x 36" Print (Map)	\$8 per sheet plus tax
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):
24" x 36" and smaller	\$5 per sheet plus tax

CD and mailing charge	\$25
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$25 per sheet plus tax
Special Delivery (UPS, Federal Express, etc.)	Actual cost

## **FIRE**

### **Rescue Service Fees**

Definitions:

Tiered Response – Mutual aid to another department or district which does not have the type, volume, or level of service available to meet the needs of the incident or the patient(s). Mutual aid may be initiated by radio call or by standing agreement for automatic mutual aid/dual response per written agreement. In this situation, Columbus Fire Department (CFD) provides care, transportation, and medical supplies.

ALS Intercept – Aid to another licensed ambulance service in the State of Nebraska who has transport capability but needs ALS, and only has BLS care available. In this situation, our ALS personnel board their ambulance with necessary equipment and supplies and the transport continues. For billing purposes this is treated the same as an ALS treat & release. The ALS Intercept billing rate also applies to situations where CFD personnel arrive and treat but a third service, such as a helicopter, transports the patient.

- (a) \$725 Emergency Basic Life Support transport service call.
- (b) \$125 Basic Life Support treat and release (non-transport)
- (c) \$150 Lift Assist/Fall for private residences (non-transport).
- (d) \$350 Lift Assist/Fall for Assisted Living/Nursing Home Facilities/Midwest Medical Transport (non-transport).
- (e) \$1,056 Emergency Advanced Life Support Level One transport service call.
- (f) \$1,531 Emergency Advanced Life Support Level Two transport service call.  
Same applies for Tiered Response (patient is transported in city ambulance)
- (g) \$493 Advanced Life Support treat and release or assist service call (non-transport).
- (h) \$493 Paramedic Intercept service call.  
(other service transports patient with city medic on board)
- (i) \$19 per loaded patient mile.
- (j) Additional family members when treated at the same site and transported shall be charged the same fees as Basic Life Support or Advanced Life Support Level One or Two, whichever is appropriate.
- (k) \$0 Dry run (no patient found or care not required).

These are global fees which cover cost of supplies, labor and medicines.

**Reports:** NARSIS \$20 (includes tax)  
Fire \$20 (includes tax)

**Other:** SCBA Bottle \$7 (includes tax)

**Ambulance/Fire Apparatus Standby Personnel Fees**

(a) Standby for service \$75/unit/person/hour  
(b) Ambulance \$100/hour  
(c) Fire Engine w/Jaws \$100/hour  
(d) Brush truck \$50/hour  
(e) Ladder truck \$1,000/hour  
(f) Install flag pole ropes or cables \$500 each

**HazMat Response**

**Services:**

(a) HazMat Technician (certified) \$34.50/person/hour  
(b) HazMat Support (Operations level or higher) \$20/person/hour  
(c) HazMat 2 (Kenworth) & HazMat Trailer (48 ft) \$160/hour  
(d) HazMat 2 (Kenworth) with no trailer \$80/hour  
(e) HazMat 1 (F350) & Decon Trailer \$122/hour  
(f) HazMat 1 (F350) with no trailer \$61/hour  
(g) Suburban & support trailer (incl. 6x6) \$100/hour  
(h) Suburban with no trailer \$50/hour  
(i) Fire Engine (in support of hazmat response) \$200/hour

**Stipend:**

(a) HazMat Technician (certified) \$26.50/hour  
(b) HazMat Support (Operations level or higher) \$15.45/hour

## **Fireworks Application Fees**

All fees are non-refundable.

### **Applications received by 5 p.m. on June 10th**

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Applications received June 11th through June 18th – Double the application fee.

Applications received June 19th through June 25th – Triple the application fee.

### **Applications received by 5 p.m. on December 19th**

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Insurance Requirements:

Certificate of Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage.

## **GENERAL ADMINISTRATION**

Application for Franchise	\$500
<b>Copies and Scanned Documents:</b>	
Black & White (Letter & Legal)	\$ .25 per copied page (incl. tax)
Colored (Letter & Legal)	\$ .60 per copied page (incl. tax)
Black & White (11" x 17")	\$ .50 per copied page (incl. tax)
Colored (11" x 17")	\$ .75 per copied page (incl. tax)
<b>Credit Card Convenience Fee:</b>	
Charges under \$300	\$2
\$300 - \$700	\$10
\$701 - \$1,000	\$15
\$1,001 and above	Prorated
Documents prepared by City Attorney (i.e., waivers, easements, etc.)	Actual cost
Insufficient Funds	\$25 per occurrence
Administrative Fee	\$15
Reproduction of Recordings	\$20
Research (Nebraska resident)	\$30 per hour (following 8 cumulative hours) and any other fee(s) that are allowed under State Statute
Research (non-Nebraska resident)	\$30 per hour and any other fee(s) that are allowed under State Statute
<b>Liquor Licenses:</b>	
Entertainment District	\$300
Publication Fee	\$15
Special Designated Liquor License	\$40 per day
<b>Miscellaneous Licenses/Permits:</b>	
Junk Shop	\$25 annually
Pawnbroker	\$50 annually plus \$5,000 bond
Itinerant Carnival, Show Troupe	
Itinerant or Commercial Entertainment	\$25 per day or \$100 per week
Tobacco – Retail (Fee set by State Statute)	\$15 annually plus Administrative Fee
Tobacco – Wholesale (Fee set by State Statute)	\$100 annually plus Administrative Fee
Occupation of Street (temporary storage on City property)	Certificate of Insurance \$1,000,000 per occurrence \$1,000,000 aggregate

## **GOLF COURSE**

*Fees are set by golf professional and are subject to change.*

*All fees include sales tax.*

*All passes are valid at both Quail Run and Van Berg Golf Courses.*

*Passes not valid for corporate/company/state, booster outings, or tournaments.*

### **Season Pass**

Junior 7-day	\$250
Young Adult 7-day	\$550
Single 7-day	\$995
Family 7-day	\$1,400
Senior 7-day	\$895
Super Senior 7-day	\$795
Additional Spouse Pass	\$375

Installment Plan - Single Pass	\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st
--------------------------------	--

Installment Plan - Family Pass	\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st
--------------------------------	--

### **Annual Cart Pass**

Individual	\$700
Spouse of Individual Cart Pass Holder	\$350
Senior/Super Senior	\$560
Spouse of Senior/Super Senior Cart Pass Holder	\$280

*Age is determined by age at time of purchase.*

*Junior – 18 and Under*

*Young Adult – 19-23*

*Adult – 24-59*

*Senior – 60-69*

*Super Senior – 70 and Over*

## QUAIL RUN

### Daily Green Fees

Weekday 9-hole	\$19
Weekday 18-hole	\$29
Weekend/Holiday 9-hole	\$26
Weekend/Holiday 18-hole	\$38
Junior/Senior/Super Senior Weekday 9-hole	\$15
Junior/Senior/Super Senior Weekday 18-hole	\$22
Twilight (two hours before sunset any day)	\$14

### Winter Rates (December 1 – March 31)

9-holes	\$15
9-holes w/cart	\$20
18-holes	\$22
18-holes w/cart	\$29

### Punch Cards (Individual or Corporate)

20 Punch 9-hole	\$375
20 Punch Senior/Super Senior 9-hole	\$299
20 Punch 18-hole	\$580
20 Punch Senior/Super Senior 18-hole	\$440

**High School Teams - with range (Monday – Friday)** \$2,200

### Cart Fees

9-hole	\$12
18-hole	\$18
Senior/Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

### Reel Sharpening (fee set by Public Property Director)

Reel and Bedknife Grinding \$50/unit  
If parts and/or additional labor are required, additional fees will be assessed.

## **VAN BERG**

### **Daily Green Fees**

Weekday	\$14
Weekend/Holiday	\$17
Junior/Senior/Super Senior Weekday	\$12
Twilight (two hours before sunset any day)	\$11
Additional 9 holes – All players	\$7

Youth golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult

### **Cart Fees**

9-hole	\$12
18-hole	\$18
Senior Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

### **Punch Cards (Individual or Corporate)**

20 Punch	\$295
20 Punch Senior/Super Senior	\$250

**Lockbox** (if used) - \$10 for all day

### **Foot Golf Daily Green Fees**

9 holes	\$10
18 holes	\$15
Youth (15 and under) 9 holes	\$7
Youth (15 and under) 18 holes	\$12
Ball rental	\$3

## **LIBRARY**

Established by Library Board

### **Fines & Replacement Costs:**

\$0.50 per day for each overdue special collection item, including but not limited to, electronic device, game, puzzle, or equipment.

\$25 for any electronic device returned in book drop.

\$50 for overdue "By Reservation Only" projector.

Fee for Damaged/Lost/Unreturned Materials: Up to retail replacement cost of items. Patrons must pay the assessed cost of items. The library will not accept replacement items from patrons in lieu of payment for damaged, lost, or unreturned materials. Materials are deemed unreturned after three months.

### **Service Fees:**

\$1 for replacement of previously issued library or digital library card.

\$40 annually (\$25 for six months) for library privileges for residents outside of Columbus who are not eligible for a free card (per the library card policy).

\$5 for each test proctored (faxing fees and postage may apply).

\$1 per page for outgoing faxes (\$5 maximum up to 25 pages, \$1 per each additional page).

\$0.25 per black & white print made on standard printer/copier.

\$0.50 per color print made on standard printer/copier.

### **Makerspace fees:**

Consumable materials used in the Makerspace are charged to users at cost plus sales tax. Prices are posted in the Makerspace.

### **Interlibrary Loan (ILL):**

Unusual or international postage fees charged by the lending library will be charged after consultation with patron.

\$3 postage recovery fee will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

## **PARKS AND RECREATION**

*All fees are non-refundable.*

### **Athletic Field Rentals:**

Recreation Leagues	\$15/Field/Day Youth \$35/Field/Day Adult
Organized Leagues (Clubs)	\$55/Field/Day Youth/Adult
Tournaments	\$55/Field/Day Youth/Adult
Recreation Practice	No Charge Youth/Adult BUT must be scheduled through Parks and Rec or not permitted
All outside Columbus community games	\$155

*Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land in the track and football field area.*

### **Bleachers:**

Bleacher rental (five-row only)	
For special events held in a city park	\$93/bleacher/event

*Contingent upon availability. City will deliver and pick up.*

### **Clinics:**

Non-Profit organization (sponsor is a local organization)	\$60 (includes refuse disposal)
Private organization (profits to be used for individual benefit.)	\$215/day (no lights) \$240/day (with lights)

### **Commercial Nature:**

For anything of a commercial nature in any park where electricity is used, a fee will be assessed based on usage.  
If additional cleanup is required, an additional \$50 fee will be assessed.

Cleanup for Columbus Days event in Frankfort Square	\$190/day
---	-----------

<b>Concessionaire:</b>	\$20/day \$35/month
------------------------	------------------------

*\*\*Special Event Packet must be processed and approved for those wishing to sell goods and services on park properties.*

**Concession Stand Rentals:**

Armory, Gerrard, Centennial, Pawnee Park Baseball, Bradshaw, and Wilderness

Non-profit organization \$130/season, plus cleanup

Private organization \$295/season, plus cleanup

**Disc Golf:**

Tournaments \$35/tournament

League Play \$35/each

*\*Once per week/12 consecutive week maximum*

**Football: (Pawnee and Bradshaw Parks)**

Scotus & Columbus High Schools \$800/varsity game

JV, Junior High, Freshman, Middle School  
and Soap Scrimmages (with lights) \$400/game

JV, Junior High, Freshman, and Middle School (no lights) \$200/game

All non-local teams \$1,000/game

**Soccer (Pawnee Park Memorial Stadium):**

Games with lights \$400/game

Games without lights \$200/game

**Horseshoes:**

Electricity \$100/season

Tournaments \$65/tournament

**Softball:**

High School/College \$70 for refuse disposal  
plus 35% of actual electricity usage for each season

**Tennis/Pickleball:**

High School	\$500/school year
Pawnee Park	\$26/court/day \$35 for 6 courts, 2 hours/day \$100 for 6 courts/day
Gerrard Park	\$26/court/day
Tennis Association Electricity Fee	\$275/season

**Track:**

Practice per season, per school (Columbus and Scotus High Schools, Columbus Middle School & Scotus Jr. High)	\$335
Invites and Relays	\$195/meet
Dual/Triangular Meets	\$70/meet
Districts or Conference (Columbus Schools)	\$270/meet
Districts or Conference (not involving Columbus Schools)	\$395/meet
Electronic Timing System	\$210/meet
Special Olympics	\$50

*No track practice can be held when a scheduled track meet is in progress. Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land anywhere in the track and football field areas.*

*Cost for items such as hurdles, jumping standards, jumping pits, and pole vault boxes will be split between the City, Columbus High School, and Scotus High School.*

**PROGRAMS:**

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

*Program fees are non-refundable.*

**Shelter Reservations:**

Glur Park Shelter	\$50/day
Pawnee Park West Shelter	\$\$125/day
Pawnee Park East Shelter	\$50/day

*Payable at time reservation is made. Non-refundable.*

<b>Bark Park Reservation</b>	<b>\$35/day</b>
------------------------------	-----------------

**Frankfort Square Reservations:**

\$35/event

\$100/event with profit capability

**Stadium Reservations:**

\$150 plus cleanup per event where no admission is charged or concession used. Park crew wages will be added to the \$150 fee for cleanup.

\$225/event where admission is charged.

\$300/event where concessions are sold.

\$525/event where admission is charged and concession are sold.

\$50/hour for video board usage

Marching Band Festival	\$800
------------------------	-------

<b>Wedding Reservation</b>	<b>\$35</b>
----------------------------	-------------

*Condition of area for wedding is "as is".*

<b>All events requiring extra cleanup (garbage receptacles emptied only)</b>	<b>\$70/day</b>
--	-----------------

## **POLICE**

### **Impounded Vehicle:**

Outside Storage	\$10 per day
Inside Storage	\$20 per day
Towing	Per agreement w/towing companies
Administrative Fee	\$30

### **Miscellaneous:**

Reports (pick up in person)	\$5 First Page - \$1 Add'l Page
Faxes	\$5 First Page - \$1 Add'l Page
Criminal History Fee	\$10
CD containing audio/video/photo reproduction	\$20
Research (Nebraska resident)	\$30 per hour (following 8 cumulative hours and any other fee(s) that are allowed under State Statute
Research (non-Nebraska resident)	\$30 per hour and any other fees that are allowed under State Statute
Fingerprints	\$5 per card
Bike License	\$5
ATV/UTV/Golf Car Permit	
Fiscal Year 2022-2023	\$20
Fiscal Year 2023-2024	\$30
Fiscal Year 2024-2025	\$40
Fiscal Year 2025-2026	\$50
Gun Permit	\$5
Vendor/Solicitor Permit	\$15 per day or \$30 per month
Parking	\$15 - \$500

### **False Alarm:**

One – Four	No Charge
Five – Seven	\$25 each
Eight – Ten	\$50 each
Eleven – Subsequent	\$100 each

### **Fire False Alarm:**

First False Alarm	No Charge
Any subsequent within 6 months	\$100

### **Registration:**

Vacant Building	\$5
-----------------	-----

**Parking Violations:**

*The fines for parking violations, if paid within five (5) days are as follows:*

Handicapped (Disabled) Parking, 1 <sup>st</sup> Offense:	\$150
Handicapped (Disabled) Parking, 2 <sup>nd</sup> Offense:	\$300 within one-year period
Handicapped (Disabled) Parking, 3 <sup>rd</sup> Offense:	\$500 within one-year period
Restricted Parking Lot, 1 <sup>st</sup> Offense:	\$15
Restricted Parking Lot, 2 <sup>nd</sup> Offense:	\$25
Restricted Parking Lot, 3 <sup>rd</sup> Offense:	\$100
Parking Near Fire Hydrant	\$25
Parking in Fire Lane	\$25
Parking Near Street Intersection	\$15
Parking Within Sidewalk Space	\$15
Parking Near Traffic Control Device	\$15
Semi-Truck/Trailer and Commercial Vehicle Violation	\$15
Angle Parking	\$15
Parking of Oversize Vehicles, Trailer, Mobile Home, Camping Trailer, or Bus in Residential Districts	\$15
School Buses Stopped	\$15
Parking Prohibited on Certain Streets	\$15
Parking Upon Roadways or City Parking Lots for certain purposes prohibited	\$15
Abandoned Vehicle	\$15
Obstructing Driveways or Roads	\$15
Painting Curbs, Prohibited	\$15
Parking In Alleys	\$15
Impeding or Obstructing Traffic	\$15
Standing in Loading Zone	\$15
Large Vehicles Parked	\$15
Parking for the purpose of selling merchandise	\$15
Parallel Parking	\$15
Streets Without Curb	\$15
Parking Time Limits	\$15
Stopping, Standing, or Parking in places which would cause hazardous conditions or traffic congestion	\$15
Parking with left side to curb prohibited	\$15
Unattended Motor Vehicles	\$15

The fines for all parking violations will double if not paid within five (5) days from the date the citation was issued.

The storage fee for vehicle impound lot will begin the day vehicle is placed into impound and end the day vehicle is removed from impound.

## **POLICE - ANIMAL CONTROL**

### **Licensing:**

Exotic Animal	\$20 plus administrative and actual publication costs
Dog and Cat (January-December Intact)	\$25
Dog and Cat (January-December Altered)	\$13
Replacement Tag	\$3
Lifetime Dog and Cat License: <i>Non-transferable and Non-refundable</i>	
6 months to 5 years old	\$100
over 5 years old	\$50

### **Impound Fees:**

First Offense	\$15
Second Offense	\$25
Third Offense and each thereafter	\$40
Daily Charge for Animal in Custody	\$10

Unclaimed livestock found stray that are not able to be housed at the shelter will be charged same rates assessed by outside agency (i.e., sale barn, vet clinic or other organization contracted for this service.)

### **Animal under investigation at shelter for either a bite, vicious, or dangerous investigation case**

\$25 per day

Upon the owner of any animal claiming their pet, the owner shall be responsible for all medical costs incurred by the City of Columbus while in the custody of the City of Columbus.

### **City Live Animal Trap Program:**

Refundable Deposit	\$50
--------------------	------

**Commercial Animal Establishment:** \$100 annually

**Hobby Beekeeper Application (non-refundable)** \$20

**Dangerous Dog Appeal (non-refundable)** \$100

The Erna Badstieber Paws and Claws Adoption Center may request an appeal hearing without the appeal fee.

## **POLICE – CODE ENFORCEMENT**

### **Nuisances:**

Abatement of Nuisance/Rubbish	\$100 per hour (minimum \$100) plus postage, dumping fees, equipment fees, legal fees, and \$50 administrative fee
Weed Abatement	\$85 per hour (minimum of \$85) plus postage dumping fees, equipment fees, legal fees, and \$50 administrative fee
Removal of Snow & Ice	\$85 per hour (minimum of \$85) plus postage, equipment fees, legal fees, and \$50 administrative fee
Towing	per agreement w/towing company plus postage, legal fees, storage fees, and \$50 administrative fee
Storage fees:	
Outside storage	\$10 per day
Inside storage	\$20 per day
Equipment Fee	\$15

## **PUBLIC WORKS - STREET**

### **Equipment Charges (for equipment only):**

<b>Equipment</b>	<b>Per Hour Cost + labor</b>	<b>Minimum</b>
Backhoe	\$100	\$200
Boom Truck/Sign Truck	\$100	\$200
Chipper	\$50	\$100
Compressor	\$50	\$100
Concrete Saw	\$8 per foot	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Grader	\$150	\$300
Loader	\$100	\$200
Pickup	\$30	\$60
Sweeper	\$75	\$150
Tractor	\$50	\$100
VAC Trailer	\$125	\$175
Mower	\$125	\$150

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Sidewalk Replacement \$300 for 25 sq. ft.(min.) \$10/sq. ft. for each add'l sq. ft.

Street Replacement \$400 for 25 sq. ft (min.) \$13/sq. ft. for each add'l sq. ft.  
Only concrete (6" typical)

Street Replacement w/  
Asphalt Overlay \$350 for 25 sq. ft. (min.) \$12/sq. ft. for each add'l sq. ft.

Street Replacement w/  
Only Asphalt (6" typical) \$300 for 12 sq. ft. (min.) \$11/sq. ft. for each add'l sq. ft.

Removal of Right of Way Tree:

With Tree Replacement	\$15
Without Tree Replacement	\$75

Tree Service Registration \$15 annually plus \$500,000/\$1,000,000 liability insurance coverage

Pruning of Branches on Right of Way or Park Trees for Purpose of Moving a Building must be done by contractor.

Utility Cuts \$15 per lineal foot \$200 minimum

Excavation Permit:

	FEE (per sq. ft.)
Concrete less than 4" depth	\$10
Concrete 4" – 6" depth	\$10
Concrete over 6" depth	\$10
Asphalt less than 4" depth	\$10
Asphalt 4" – 6" depth	\$10
Asphalt over 6" depth	\$10
Gravel	\$10
Fill Material	\$10

Should area not be restored by applicant, City will restore and charge the cost of restoration.

## **PUBLIC WORKS - TRANSFER STATION**

**Garbage Hauler Licensing Fees & Requirements:** \$150 annual fee + bond in an amount equal to 1/4 of the total transfer station charges incurred by the licensed hauler during the preceding calendar year. Those haulers not in business for one full year will post a bond of \$5,000.

**Overweight Permit:** \$100 per vehicle

**City Fees:** The following quantities and fees shall apply to the weight of all municipal solid waste, refuse, and materials deposited or unloaded at the Solid Waste Transfer Station:

<b>Category</b>	<b>Fee</b>	<b>Minimum</b>
Solid Waste Availability Fee (billed on water/sewer utility bills and collected as such):		
Residential	\$2 per month	
Commercial	\$6 per month	
Industrial	\$10 per month	
 Municipal Solid Waste Tipping Fee deposited or unloaded other than by a licensed garbage hauler:	 \$69 per ton	 \$15 per vehicle (up to 320 lbs)
(An additional trailer shall be considered an additional vehicle.)		
 Community Cleanup Rate:	 \$10 minimum	 (up to 2 days, twice a year)
 Municipal Solid Waste Tipping Fee deposited or unloaded by a licensed garbage hauler:	 \$42 per ton	
+ Occupation Tax	\$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded other than by a licensed garbage hauler:	 \$69 per ton	 \$3.50 per vehicle (up to 100 lbs)
(An additional trailer shall be considered an additional vehicle.)		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded by a licensed garbage hauler:	 \$42 per ton	
+ Occupation Tax	\$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		

<b>Category</b>	<b>Fee</b>	<b>Minimum</b>
Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (other than by a licensed garbage hauler): (An additional trailer shall be considered an additional vehicle.)	\$69 per ton	\$2.50 per vehicle (up to 80 lbs)

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (by a licensed garbage hauler):	\$42 per ton
+ Occupation Tax.	\$27 per ton

*\* Occupation Tax is covered in Columbus City Code – Section 111.03*

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds weighing less than 20 lbs:	No Charge
--	-----------

Any material deposited or unloaded which causes any damages or plugging up of the Transfer Station push pits:	Actual cost of incurred expense	\$75 per occurrence
---	---------------------------------	---------------------

<b>Equipment:</b>	<b>Per hour cost</b>	<b>Minimum</b>
Dump Truck	\$50	\$100
Loader	\$100	\$200
Pickup	\$30	\$60

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge)

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

**Inoperative Scales:** If the scale is inoperative for any reason, the charge to licensed collectors and others with charge accounts shall be the average charge per load for the previous full month or the operator may require customers to acquire a weight slip from a commercial scale.

**Right of Refusal:** Should any illegal or questionable material be brought to the transfer station to be deposited or unloaded, the transfer station reserves the right of refusal of the material.

## PUBLIC WORKS - WATER/SEWER UTILITIES

### Water Rate Table:

Rates per 1,000 gallons or portions thereof:

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

### Monthly Service Charges: 9.5% per year

Meter Size	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
¾"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1-½"	\$22.29	\$24.41	\$26.72	\$29.26	\$32.04
2"	\$37.15	\$40.68	\$44.54	\$48.77	\$53.40
3"	\$74.29	\$81.35	\$89.08	\$97.54	\$106.81
4"	\$111.44	\$122.03	\$133.62	\$146.31	\$160.21
6"	\$222.88	\$244.05	\$267.24	\$292.62	\$320.42
8"	\$371.46	\$406.75	\$445.40	\$487.71	\$534.04
10"	\$557.20	\$610.13	\$668.09	\$731.56	\$801.06
12"	\$1,040.10	\$1,138.91	\$1,247.11	\$1,365.58	\$1,495.31

**Special Water:** For water connections that have never been assessed or charged for water service.

Special Connection Charge for Lots 66' or less  
 - Outside City Limits \$2,508.00  
 \$110.00 additional

Special Connection Charge for Lots in excess of 66'  
 - Outside City Limits \$38.00 per front footage  
 \$110.00 additional

### Sewer Rate Table:

Rates per 1,000 gallons or portions thereof:

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

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

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

**Special Sewer:** For sewer connections that have never been assessed or charged for sanitary sewer service.

Special Connection Charge for Lots 66' or less                    \$1,650.00  
 - Outside City Limits    \$110.00 additional

Special Connection Charge for Lots in excess of 66'    \$25.00 per front footage  
 - Outside City Limits    \$110.00 additional

Sewer Surcharge Rate: BOD                    \$0.234 per pound  
    TSS                    \$0.194 per pound  
    Grease                    \$0.388 per pound

Disposal of Septic Waste or Portable Waste at the WWTF    \$0.05 per gallon

**Stormwater Management Program:**

Residential zoning (AG, RR, R-1, R-2, R-3, and RMH)

Tier No.	Parcel Max Impervious Surface Area (sq. ft.)	Rate
1	between 0.0 and 4,000	\$3.00
2	between 4,001 and 6,000	\$3.25
3	between 6,001 and 50,000	\$3.50
4	greater than 50,000	\$6.00

Commercial zoning (O, LC, UC, B-1, and B-2) and Industrial zoning (ML/C-1 and MH)

1	between 0 and 36,000	\$3.00
2	between 36,001 and 195,000	\$4.75
3	between 195,001 and 1,450,000	\$9.00
4	greater than 1,450,000	\$11.50

**Grease Management Program:**

Grease Trap interceptor and/or automatic grease removal device	
Annual permit	\$50 per unit
Annual inspection	\$35 per site
Late fee and/or non-permitted activity	\$100 per unit/per occurrence
Grease disposal	\$0.15 per gallon

**Nonresidential Strength Wastewater** shall be charged actual costs based on composition of the waste for treatment, handling, and disposal plus a 10% administrative charge.

**Water/Sewer Miscellaneous:**

Water Permit	\$50 each	
Sewer Permit	\$50 each	
Water – Turned On	\$25 per occurrence	Non-Payment & Convenience Call
	\$50	Non-Payment – After 5 pm of the day of request
	\$100	Convenience call - After 5 pm of the day of the request
Water – Shut Off	\$25 per occurrence	Non-Payment & Convenience Call
	\$100	Convenience call - After 5 pm of the day of the request
Insufficient Funds	\$25 per occurrence	
Filling Consumer Tanks	\$5 for first 1,000 gallons & \$3.75 for each add'l 1,000 gallons or portions thereof over 1,000 gallons.	
Rates for Building Under Construction	Regular charge-as though water was taken by regular customer service.	

<b>Equipment:</b>	<b>Per Hour Cost</b>	<b>Minimum</b>
Backhoe	\$100	\$200
Compressor	\$50	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Loader	\$100	\$200
Service Truck	\$45	\$90
Service Van	\$50	\$100
Pumps	\$50	\$100
Tapping Machine	\$150 per tap	
Fire Hydrant:		
Meter	\$100 deposit	
Flush Valve	\$100 deposit	\$30 monthly
Water Line Freeze Pack	\$100 per line	
Bulk Water Fill Station	\$5.50 per load or per each 1,000 gallons	

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2-hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

**Service:**

<b>Sewer Cleaning</b>	<b>Commercial</b>	<b>Residential</b>
Wash Down	\$75 per hr. - \$150 minimum	\$50 per hr. - \$100 minimum
Haul Water	\$75 per hr. plus current water rates	\$75 per hr. plus current water rates

**Video Inspection:** Rates are charged as per foot for contract Video Inspections or Service Locates. This rate is for video inspection only. If lines need to be cleaned, contractor will be charged as per fee schedule. If any other labor is involved, the contractor will be charged for additional labor.

<b>Line Size</b>	<b>Cost</b>	<b>Minimum</b>
6" Sewer Lines	\$ .75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

**Combination Pressure/Vacuum Cleaning Sewer Line:** Rates are charged as per foot for contract Vacuum/Cleaning Sewer Line Services. This rate is for pressure/vacuum cleaning only. If any other labor is involved, the contractor will be charged for additional labor.

<b>Line Size</b>	<b>Cost</b>	<b>Minimum</b>
6" Sewer Lines	\$ .75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

# SCHEDULE OF FEES

202~~34~~ – 202~~45~~

## INDEX

ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY  
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.

All required insurance certificates shall name the City of Columbus as additional insured.

<b>AIRPORT</b>	1
<b>AQUATICS</b>	
Aquatic Center	2
Pawnee Plunge	5
<b>CEMETERY</b>	7
<b>COLUMBUS AREA TRANSIT</b>	8
<b>SENIOR CENTER</b>	9
<b>COMMUNITY DEVELOPMENT</b>	10
<b>ECONOMIC DEVELOPMENT</b>	17
<b>ENGINEERING</b>	18
<b>FIRE</b>	19
<b>GENERAL ADMINISTRATION</b>	22
<b>GOLF COURSE</b>	
Quail Run	23
Van Berg	25
<b>LIBRARY</b>	27
<b>PARKS AND RECREATION</b>	28
<b>POLICE</b>	32
Animal Control	34
<b>PUBLIC WORKS</b>	
Street	35
Transfer Station	37
Water/Sewer Utilities	39

## AIRPORT

### Rent per Month

Hangar 1412N	\$125
Hangar 1412S	\$115
Hangar 1406W	\$240
Hangar 1406E	\$240
Hangar 1230	\$45
Hangar 1240	\$95
Hangar 1315	\$200
Hangar 1508	\$100
Hangar 1508 Storage Units	\$55
Hangar 1412W	\$280
Hangar 1412E	\$280
Hangar 1334	\$750
Hangar 1340	\$690
Hangar 1307	\$185
Hangar 1430	\$400
Land Lease/Non-Airport Owned Hangars	**\$0.30 per sq. ft.
Aerial Applicator Agreement	\$2,000 per year
Flowage	*\$0.10 per gallon
Fuel Storage	*\$0.12 per gallon
T -Hangar waiting list:	
Administrative Fee (non-refundable)	\$25
Deposit (refundable if removed from list or will be applied to first month hangar rent).	\$100

\*Applicable Upon Lease Renewal

\*\*Excludes Current Leases

## AQUATICS

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Passholders may receive a discounted price for some programs. The discount will reflect that the passholder is already paying for facility usage and the fee will be for the cost of the program only.

*Program fees are non-refundable.*

## AQUATIC CENTER

### Daily Admission

<u>3 &amp; under</u>	<u>Free</u>
Individual	\$ 5

### Annual Pass (Good for one year from date of purchase)

Individual	\$125
------------	-------

<u>Household Pass (Maximum of 6)</u>	<u>\$400</u>
--------------------------------------	--------------

\*All members must live at the same residence (can include one caregiver)

<u>Additional Household Pass Member</u>	<u>\$ 60/each</u>
---	-------------------

Non-Household Pass Member Group (Maximum of 6)	\$600
--	-------

### Monthly Pass

Individual	\$ 35
------------	-------

### Annual Combo Pass (Aquatic Center & Pawnee Plunge)

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
------------	-------

Household Pass (Maximum of 6)	\$600
-------------------------------	-------

*\*All members must live at the same residence (can include on caregiver)*

Additional Household Pass Member	\$ 90/each
----------------------------------	------------

Non-Household Group Pass (Maximum of 6)	\$800
---	-------

### Admission Punch Cards

50 Punches	\$ 100
------------	--------

25 Punches	\$ 75
------------	-------

10 Punches	\$ 35
------------	-------

5 Punches	\$ 20
-----------	-------

### Group Swimming Lesson

Parent/Child	\$ 45
--------------	-------

Preschool	\$ 45
-----------	-------

<u>GradesLevel</u> 1 through 6	\$ 60
--------------------------------	-------

**Private Swimming Lesson**

Single Lesson	\$ <del>3530</del>
<del>3 Lesson Package</del>	<del>\$ 80</del>
<del>6 Lesson Package</del>	<del>\$150</del>
<del>5 Lesson Package</del>	<del>\$175</del>
<del>10 Lesson Package</del>	<del>\$300</del>

*Swimming lessons are non-refundable.*

**Locker Rentals – Annual**

\$ 50

**Aquatic Therapy**

\$75 per 15 minutes

*\*Requires agreement.*

**Facility Rental**

Private Facility Rental	\$100/hr
<del>High School Swim Team Practice Rental</del>	<del>\$100/each</del>
<del>High School Swim Meets</del>	<del>\$100/hr</del>

Party Room Rental (baptisms, meetings, family reunions, etc.)  
(swimmers must pay daily admission or use pass)

\$ 60

**Birthday Party Packages**

Cost includes 20 guest admissions (\$5/additional guest), full access to party room including: tables, chairs, refrigerator and more, t-shirt for the Birthday Child, and additional staff.

**Non-Private Party: Normal Operating Hours**

Saturday 12pm (Set Up), 1pm-4pm Party

Passholder

~~\$400~~110

Non-Passholder

~~\$425~~135

**Private Party: Outside Normal Operating Hours**

Friday: 4pm (Set Up) 5pm-8pm Party

Saturday: 4pm (Set Up) 5pm-8pm Party

Sunday 12pm (Set Up) 1pm-4pm Party

Passholder

~~\$425~~135

Non-Passholder

~~\$450~~160

**Concessionaire/Vending**

Daily Fee

\$ ~~4620~~

**Lifeguard Class**

Full Class (5 student minimum)

Employee

\$ 70

Non-Employee

Actual program cost plus administrative fees

Review Class – includes CPR review (5 student minimum)

Employee

\$ 40

Non-Employee

Actual program cost plus administrative fees

**CPR Class**

Full Class (5 student minimum)

Employee

\$ 30

Non-Employee

Actual program cost plus administrative fees

Review Class (5 student minimum)

Employee

\$ 15

Non-Employee

Actual program cost plus administrative fees

**Class Materials**

Actual cost of materials

## PAWNEE PLUNGE WATER PARK

### Daily Admission

(Includes both open sessions: 12 Noon – 5 p.m. and 6:30 p.m.-8:30 p.m.)

3 yrs. & Under	Free
4 yrs. & Up	\$ 10
5 Person Group	\$ 40
10 Person Group	\$ 70
Non-Swimmer ( <del>not swimming and not dressed to swim</del> )	\$ 3
<u>(not swimming, not dressed to swim, and not the guardian of a 6 &amp; under swimmer)</u>	
Evenings only session (6:30 p.m. – 8:30 p.m. Monday through Thursday)	\$ <u>45</u>

### Fitness

Passholder	No charge
Non-passholder	\$ 5

### Flow Rider Bracelet

(In addition to daily/season/combo pass)

\$ 3

### Season Pass

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$ 60/each
Non-Household Group Pass (Maximum of 6)	\$600

### Combo Pass (Aquatic Center & Pawnee Plunge)

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$ 90/each
Non-Household Group Pass (Maximum of 6)	\$800

### Admission Punch Cards

50 Punches	\$200
25 Punches	\$125

### ~~Group Swimming Lesson~~

<del>Parent/Child</del>	<del>\$ 45</del>
<del>Preschool</del>	<del>\$ 45</del>
<del>Grades 1 through 6</del>	<del>\$ 60</del>

### ~~Private Swimming Lesson~~

<del>Single Lesson</del>	<del>\$ 35</del>
<del>5 Lesson Package</del>	<del>\$175</del>
<del>10 Lesson Package</del>	<del>\$300</del>

~~Swimming lessons are non-refundable.~~

## Facility Rental

Public Hours are 12:00 p.m. – 8:00 p.m.

Exclusive Use – Before or After Public Hours \$500/hr  
(Includes 1 supervisor, 1 office personnel, 14 lifeguards, 4 slides)

*Reservation required with deposit of \$500. Deposit will be applied toward total rate. Cancellations must be received twenty-four hours in advance or deposit will not be refunded.*

Flow Rider exclusive use – Before or After Public Hours \$ 75/hr  
(Includes 1 supervisor, 1 office personnel, 1 lifeguard)

Lap Pool exclusive use – Before or After Public Hours \$150/hr  
(Includes 1 supervisor, 1 office personnel, 3 lifeguards)

Party Room \$ 60  
Monday – Thursday, 12:30 p.m. – 4 p.m.  
Friday – Sunday, 12 p.m. – 3:30 p.m. or 3:30 p.m. – 7 p.m.

## **CEMETERY**

Cost of Space	\$ <del>600</del> <u>700</u>
Grave Opening	\$ <del>400</del> <u>600</u>
Cost of Space (infant)	\$ <del>150</del> <u>300</u>
Grave Opening (infant)	\$ <del>150</del> <u>200</u>
Cost of Space (cremation)	\$ <del>350</del> <u>400</u>
Grave Opening (cremation)	\$ <del>180</del> <u>300</u>
Grave Opening (cremation vault)	\$ <del>210</del> <u>350</u>
Certificate of Ownership Transfer	\$ <del>25</del> <u>50</u>
Stone Setting	\$ <del>30</del> <u>50</u>
Saturday Funeral (extra charge)	\$ <del>250</del> <u>300</u>
Winter Funerals (December through February, extra charge)	\$ <del>50</del> <u>75</u>
Disinterment (burial)	\$ <del>750</del> <u>1,000</u>
Disinterment (cremation)	\$ <del>250</del> <u>500</u>
Disinterment (infant)	\$ <del>250</del> <u>500</u>

If traditional spaces are sold back to the City of Columbus the city will purchase for \$200 per space.

If cremation spaces are sold back to the City of Columbus the city will purchase for \$100 per space.

If infant spaces are sold back to the City of Columbus the city will purchase for \$50 per space.

## **COLUMBUS AREA TRANSIT**

**Boarding Rates:** The boarding rates are determined through review of available funding from the Nebraska Department of Roads, United Way, and City of Columbus Budget. Punch tickets are available at Columbus Area Transit office.

### **Boarding Punch Cards for Eligible Riders**

<b>Punch Card</b>	<b>Fee</b>
5 punch	\$10
10 punch	\$20
20 punch	\$40

## **SENIOR CENTER**

**Facility Rental:** \$25 per hour

### **Meals:**

#### **Congregate Meal**

Eligible Diner (60 and older) \$5 per meal  
(suggested donation)

Ineligible Diner (Under the age of 60) \$10 per meal

#### **Take Out Meal:**

Eligible Diner \$5.50 per meal  
(suggested donation)

Ineligible Diner \$10 per meal

#### **Home Delivered Meal:**

Eligible Diner Only \$6 per meal  
(suggested donation)

All meals are determined through review of funding provided by Northeast Nebraska Area Agency on Aging and the fiscal budget. Meals for eligible diners are considered a suggested contribution per meal. Meals for ineligible diners are fee-based.

**COMMUNITY DEVELOPMENT – BUILDING PERMITS**

Building Permit Fees (shall be paid prior to issuance of building permit)

<b>Total Valuation</b>		<b>Fees</b>	
\$ 1	to	2,000	\$27.50
2,001	to	25,000	\$27.50 for first \$2,000 plus \$5.50 for each additional \$1,000 or fraction thereof up to and including \$25,000.
25,001	to	50,000	\$154 for first \$25,000 plus \$4.40 for each additional \$1,000 or fraction thereof up to and including \$50,000.
50,001	to	100,000	\$264 for first \$50,000 plus \$3.85 for each additional \$1,000 or fraction thereof up to and including \$100,000.
100,001	to	500,000	\$456.50 for first \$100,000 plus \$2.20 for each additional \$1,000 or fraction thereof up to and including \$500,000.
500,001	and up		\$1,336.50 for first \$500,000 plus \$1.65 for each additional \$1,000 or fraction thereof.
General Contractor Registration			No Fee/Certificate of Insurance \$1,000,000 aggregate
Administrative Fee for Online Applications			\$2
Plan review fee equal to 10 percent of building permit for review under the International Residential Code.			
Plan review fee equal to 25 percent of building permit for review under the International Building Code.			
Fence Permit			\$30
Demolition Permit			\$30
Sign Permit:		0-99 sq. ft.	\$35
		100-199 sq. ft.	\$65
		200-300 sq. ft.	\$120
Mobile Home Set Down Permit			\$100

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official. The Chief Building & Code Official may waive the requirement for a building permit when structure is temporary in nature or less than one hundred twenty (120) square feet in floor area and has no foundation. There shall be no permit required for re-roofing or re-siding an existing structure.

**COMMUNITY DEVELOPMENT – BUILDING MOVING PERMITS & LICENSES**

Building Moving Permit	\$ <del>50</del> <u>100</u> minimum or 4¢ per square foot of floor area, whichever is greater. ( <del>Fee is returned if permit is denied.</del> )
Signs (building moving)	\$17 plus tax
Building Moving Permit *after building is already moved	<del>\$400</del> <u>150</u>
Building Moving Annual License Fee	\$60
Insurance requirements	\$1,000,000 aggregate

Public Liability Insurance is required naming the City of Columbus, Nebraska as additional insured which fully protects the City or anyone else for damages sustained to a person(s) or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and save the City harmless from any and all suits, judgments, exactions, executions, and liabilities as to personal injuries or property damage in connection with, or related to, or growing out of any building move.

## **COMMUNITY DEVELOPMENT – PLUMBING LICENSES & PERMITS**

### **Plumbing Licenses and Registration Fees**

Master Plumber:

Resident \$60 per year + Certificate of insurance  
\$1,000,000 aggregate

Non-Resident \$60 per year + Certificate of insurance  
\$1,000,000 aggregate

Journeyman Plumber:

Resident & Non-Resident \$30 per year

Apprentice Plumber:

Resident & Non-Resident \$20 per year

Do Your Own Plumbing Registration \$30

Water Conditioning Contractor \$30 per year + Certificate of  
insurance \$1,000,000 aggregate

Water Conditioning Installer \$30

**Plumbing Permit Fees** (shall be paid prior to issuance of plumbing permit):

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official.

Plumbing New Residential:

One Bathroom \$80

Each Additional Bathroom \$15

Each Additional 1/2 Bathroom \$13

Plumbing New Commercial \$75 plus \$5 for each fixture or trap opening

Existing Plumbing Remodel & Extensions \$15 plus \$5 for each fixture or trap opening

Sewer & Water Inspections not covered under  
new residential or commercial permits \$25

Sprinkler System \$20

Backflow Protective Devices:	\$15 plus \$8 each for 2" and smaller \$15 plus \$13 each over 2"
Mobile Home Park Sewer	\$15 plus \$10 per space

**GAS PIPING**

Up to five outlets	\$30
Over five outlets	\$30 plus \$5 for each outlet over five

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT, REZONING,  
SPECIAL USE PERMIT**

**Application Fees:**

All application fees include initial cost of publications and signs. If additional publications and/or signs are required, additional fees will be assessed.

Board of Adjustment	<del>\$150</del> <u>200</u>
Rezoning/Special Use Permit/ Planned Unit Development (PUD)	\$500
<del>Preliminary Plat</del>	<del>\$300 plus \$20 per lot review fee</del>
<del>Final Plat</del>	<del>\$300 plus \$15 per lot review fee</del>
<del>Administrative or Minor Plat</del>	<del>\$300</del>

**Other Fees:**

Administrative Fee	\$15
<del>Complete Building Report</del>	<del>\$25 annually</del>
Comprehensive Plan	\$35 plus tax
<u>Columbus</u> Land Development Ordinance	\$30 plus tax
<del>Map Update Fee</del>	<del>\$25</del>
Publications	Actual cost of publication
Signs (rezoning, special use permit, <u>Board of Adjustment</u> )	\$17 plus tax
Zoning Verification Reports	\$30 plus tax

## **COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES**

### **Application Fee:**

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000 <u>(non-refundable)</u>
Special Use Permit – New Facility	\$3,000

## **~~COMMUNITY DEVELOPMENT – PERMITS TO OCCUPY THE RIGHT-OF-WAY~~**

### **~~Application Fee:~~**

<del>Temporarily Occupy</del>	<del>\$10 per day</del>
<del>Permanently Occupy</del>	<del>\$250 per facility</del>
<del>Right-of-Way Use Rate</del>	<del>\$250 annually per facility, single linear run of underground utility infrastructure</del>
<del>(not applicable to right-of-way users with a current franchise agreement)</del>	

## **COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

### **Application Fee:**

Modify, Replace, and Install New Ground Mounted Facility or Pole	\$250 per facility and pole
--	-----------------------------

### **Co-location on Authority Pole:**

Application Fee	\$500 minimum for up to 5 facilities, \$100 for each additional facility on same application (maximum of 10)
Annual Usage Rate	\$20 per pole
Right-of-Way Use Rate	250 annually per small wireless facility

## **COMMUNITY DEVELOPMENT – CODE ENFORCEMENT**

### **Nuisances: \_\_\_\_\_**

Abatement of Nuisance/Rubbish	\$100 per hour (minimum of \$100) (in addition to postage, dumping fees, legal fees, and \$50 administrative fee)
Weed Abatement	\$85 per hour (in addition to postage, dumping fees, legal fees, and \$50 administrative fee)
Removal of Snow & Ice	\$85 per hour (in addition to postage, legal fees, and \$50 administrative fee)
Towing	Postage, legal fees, and \$50 administrative fee *Towing fees will be invoiced by towing company.
Equipment	\$15 per hour

## **ECONOMIC DEVELOPMENT**

### **PACE (Property Assessed Clean Energy) Program:**

Application fee	\$1,000 due with application
Administrative fee	\$40,000 or 1% of the capital amount of the PACE project, whichever is less, due at closing
Annual fee	\$500 due annually for life of the bond

## **ENGINEERING**

### **Application Fees:**

All application fees include initial cost of publications. If additional publications are required, additional fees will be assessed.

Vacation of street, alley, or easement	<u>\$200300</u>
<u>Preliminary Plat</u>	<u>\$325 plus \$20 per lot review fee</u>
<u>Final Plat</u>	<u>\$325 plus \$15 per lot review fee</u>
<u>Administrative or Minor Plat</u>	<u>\$325</u>

### **Permit to Occupy Right-Of-Way Application Fees:**

<u>Temporarily Occupy</u>	<u>\$10 per day</u>
<u>Permanently Occupy</u>	<u>\$250 per facility</u>
<u>Right-of-Way Use Rate</u> <u>(not applicable to right-of-way users</u> <u>With a current franchise agreement)</u>	<u>\$250 annually per facility, single</u> <u>linear run of underground utility</u> <u>infrastructure</u>

### **Other Fees:**

Administrative Fee	\$15
Map Update Fee	\$25
Plans and Specifications (Includes standard USPS mailing)	\$75 minimum - \$125 if purchased from Engineering Dept. \$30 if purchased from Quest CDN
RFQ, RFP, Design-Build Letter of Interest	<u>\$4520</u> from <a href="http://www.questCDN.com">www.questCDN.com</a>
Publications	Actual cost of publication.
36" x 48" Print (Map)	\$10 per sheet plus tax
24" x 36" Print (Map)	\$8 per sheet plus tax
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):
24" x 36" and smaller	\$5 per sheet plus tax

CD and mailing charge	\$25
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$25 per sheet plus tax
Special Delivery (UPS, Federal Express, etc.)	Actual cost

## **FIRE**

### **Rescue Service Fees**

#### Definitions:

Tiered Response – Mutual aid to another department or district which does not have the type, volume, or level of service available to meet the needs of the incident or the patient(s). Mutual aid may be initiated by radio call or by standing agreement for automatic mutual aid/dual response per written agreement. In this situation, Columbus Fire Department (CFD) provides care, transportation, and medical supplies.

ALS Intercept – Aid to another licensed ambulance service in the State of Nebraska who has transport capability but needs ALS, and only has BLS care available. In this situation, our ALS personnel board their ambulance with necessary equipment and supplies and the transport continues. For billing purposes this is treated the same as an ALS treat & release. The ALS Intercept billing rate also applies to situations where CFD personnel arrive and treat but a third service, such as a helicopter, transports the patient.

- (a) \$725 Emergency Basic Life Support transport service call.
- (b) \$125 Basic Life Support treat and release (non-transport)
- (c) \$150 Lift Assist/Fall for private residences (non-transport).
- (d) \$350 Lift Assist/Fall for Assisted Living/Nursing Home Facilities/Midwest Medical Transport (non-transport).
- (e) \$1,056 Emergency Advanced Life Support Level One transport service call.
- (f) \$1,531 Emergency Advanced Life Support Level Two transport service call.  
Same applies for Tiered Response (patient is transported in city ambulance)
- (g) \$493 Advanced Life Support treat and release or assist service call (non-transport).
- (h) \$493 Paramedic Intercept service call.  
(other service transports patient with city medic on board)
- (i) \$19 per loaded patient mile.
- (j) Additional family members when treated at the same site and transported shall be charged the same fees as Basic Life Support or Advanced Life Support Level One or Two, whichever is appropriate.
- (k) \$0 Dry run (no patient found or care not required).

These are global fees which cover cost of supplies, labor and medicines.

**Reports:** NARSIS \$20 (includes tax)  
Fire \$20 (includes tax)

**Other:** SCBA Bottle \$7 (includes tax)

**Ambulance/Fire Apparatus Standby Personnel Fees**

(a) Standby for service \$75/unit/person/hour  
(b) Ambulance \$100/hour  
(c) Fire Engine w/Jaws \$100/hour  
(d) Brush truck \$50/hour  
(e) Ladder truck \$1,000/hour  
(f) Install flag pole ropes or cables \$500 each

**HazMat Response**

**Services:**

(a) HazMat Technician (certified) \$34.50/person/hour  
(b) HazMat Support (Operations level or higher) \$20/person/hour  
(c) HazMat 2 (Kenworth) & HazMat Trailer (48 ft) \$160/hour  
(d) HazMat 2 (Kenworth) with no trailer \$80/hour  
(e) HazMat 1 (F350) & Decon Trailer \$122/hour  
(f) HazMat 1 (F350) with no trailer \$61/hour  
(g) Suburban & support trailer (incl. 6x6) \$100/hour  
(h) Suburban with no trailer \$50/hour  
(i) Fire Engine (in support of hazmat response) \$200/hour

**Stipend:**

(a) HazMat Technician (certified) \$26.50/hour  
(b) HazMat Support (Operations level or higher) \$15.45/hour

## **Fireworks Application Fees**

All fees are non-refundable.

### **Applications received by 5 p.m. on June 10th**

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Applications received June 11th through June 18th – Double the application fee.

Applications received June 19th through June 25th – Triple the application fee.

### **Applications received by 5 p.m. on December 19th**

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

### **Insurance Requirements:**

Certificate of Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage.

## GENERAL ADMINISTRATION

Application for Franchise \$500

~~Code Book \$100~~

~~Code Book Updates \$35 per year~~

### Copies and Scanned Documents:

Black & White (Letter & Legal) \$.25 per copied page (incl. tax)

Colored (Letter & Legal) \$.60 per copied page (incl. tax)

Black & White (11" x 17") \$.50 per copied page (incl. tax)

Colored (11" x 17") \$.75 per copied page (incl. tax)

### Credit Card Convenience Fee:

Charges under \$300 \$2

\$300 - \$700 \$10

\$701 - \$1,000 \$15

\$1,001 and above Prorated

Documents prepared by City Attorney (i.e., waivers, easements, etc.) Actual cost

Insufficient Funds \$25 per occurrence

Administrative Fee \$15

Reproduction of Recordings \$20

Research (Nebraska resident) \$30 per hour (following 48 cumulative hours) and any other fee(s) that are allowed under State Statute

Research (non-Nebraska resident) \$30 per hour and any other fee(s) that are allowed under State Statute

### Liquor Licenses:

Entertainment District \$300

Publication Fee \$15

Special Designated Liquor License \$40 per day

### Miscellaneous Licenses/Permits:

Junk Shop \$25 annually

Pawnbroker \$50 annually plus \$5,000 bond

Itinerant Carnival, Show Troupe

Itinerant or Commercial Entertainment \$25 per day or \$100 per week

Tobacco – Retail (Fee set by State Statute) \$15 annually plus Administrative Fee

Tobacco – Wholesale (Fee set by State Statute) \$100 annually plus Administrative Fee

Occupation of Street  
(temporary storage on City property)

Certificate of Insurance \$1,000,000  
per occurrence \$1,000,000  
aggregate

## **GOLF COURSE**

*Fees are set by golf professional and are subject to change.*

*All fees include sales tax.*

*All passes are valid at both Quail Run and Van Berg Golf Courses.*

*Passes not valid for corporate/company/state, booster outings, or tournaments.*

### **Season Pass**

Junior 7-day	<u>\$220.26250</u>
Young Adult 7-day	<u>\$514.02550</u>
Single 7-day	<u>\$929.94995</u>
Family 7-day	<u>\$1,308.411,400</u>
Senior 7-day	<u>\$836.45895</u>
Super Senior 7-day	<u>\$742.99795</u>
Additional Spouse Pass	<u>\$350.47375</u>

Installment Plan - Single Pass

\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st

Installment Plan - Family Pass

\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st

### **Annual Cart Pass**

Individual	<u>\$654.21700</u>
Spouse of Individual Cart Pass Holder	<u>\$327.11350</u>
Senior/Super Senior	<u>\$523.36560</u>
Spouse of Senior/Super Senior Cart Pass Holder	<u>\$261.68280</u>

*Age is determined by age at time of purchase.*

*Junior – 18 and Under*

*Young Adult – 19-23*

*Adult – 24-59*

*Senior – 60-69*

*Super Senior – 70 and Over*

## QUAIL RUN

### Daily Green Fees

Weekday 9-hole	<u>\$17.7619</u>
Weekday 18-hole	<u>\$27.1029</u>
Weekend/Holiday 9-hole	<u>\$23.8326</u>
Weekend/Holiday 18-hole	<u>\$34.8138</u>
Junior/Senior/Super Senior Weekday 9-hole	<u>\$14.0215</u>
Junior/Senior/Super Senior Weekday 18-hole	<u>\$20.5622</u>
Twilight (two hours before sunset any day)	<u>\$13.0814</u>

### Winter Rates (December 1 – March 31)

9-holes	<u>\$14.0215</u>
9-holes w/cart	<u>\$18.6920</u>
18-holes	<u>\$20.5622</u>
18-holes w/cart	<u>\$27.1029</u>

### Punch Cards (Individual or Corporate)

20 Punch 9-hole	<u>\$350.47375</u>
20 Punch Senior/Super Senior 9-hole	<u>\$280.37299</u>
20 Punch 18-hole	<u>\$542.06580</u>
20 Punch Senior/Super Senior 18-hole	<u>\$411.20440</u>

**High School Teams - with range (Monday – Friday)** \$1,916.002,200

### Cart Fees

9-hole	<u>\$10.7512</u>
18-hole	<u>\$16.1218</u>
Senior/Super Senior 9-hole	<u>\$ 9.8411</u>
Senior/Super Senior 18-hole	<u>\$14.9516</u>

*Passes not valid for corporate/company/state, booster outings, or tournaments.*

### Reel Sharpening (fee set by Public Property Director)

<del>One cutting unit</del> Reel and Bedknife Grinding <del>only</del>	<u>\$50/unit</u>
<del>Additional labor per hour plus parts</del>	<u>\$50</u>
<del>Minimum charge one hour</del>	<u>\$50</u>
<u>If parts and/or additional labor are required, additional fees will be assessed.</u>	

## VAN BERG

### Daily Green Fees

Weekday	<del>\$13.08</del> <u>14</u>
Weekend/Holiday	<del>\$15.89</del> <u>17</u>
Junior/Senior/Super Senior Weekday	<del>\$11.24</del> <u>12</u>
Twilight (two hours before sunset any day)	<del>\$10.28</del> <u>11</u>
Additional 9 holes – All players	<del>\$6.54</del> <u>7</u>

Youth golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult

### Cart Fees

9-hole	<del>\$40.75</del> <u>12</u>
18-hole	<del>\$46.12</del> <u>18</u>
Senior Super Senior 9-hole	<del>\$ 9.84</del> <u>11</u>
Senior/Super Senior 18-hole	<del>\$14.95</del> <u>16</u>

### Punch Cards (Individual or Corporate)

20 Punch	<del>\$261.60</del> <u>295</u>
20 Punch Senior/Super Senior	<del>\$224.29</del> <u>250</u>

**Lockbox** (if used) - \$10 for all day —~~tax included~~

### Foot Golf Daily Green Fees

9 holes	\$10
18 holes	\$15
Youth (15 and under) 9 holes	\$7
Youth (15 and under) 18 holes	\$12
Ball rental	\$3

## **LIBRARY**

Established by Library Board

### **Fines & Replacement Costs:**

~~\$0.10 per day for each overdue book, audiobook, magazine, newspaper, or video recording (\$5 maximum).~~

\$0.50 per day for each overdue special collection item, including but not limited to, electronic device, game, puzzle, or equipment.

\$25 for any electronic device returned in book drop.

\$50 for overdue "By Reservation Only" projector.

Fee for Damaged/Lost/Unreturned Materials: Up to retail replacement cost of items. Patrons must pay the assessed cost of items. The library will not accept replacement items from patrons in lieu of payment for damaged, lost, or unreturned materials.

Materials are deemed unreturned after three months.

### **Service Fees:**

\$1 for replacement of previously issued library or digital library card.

\$40 annually (\$25 for six months) for library privileges for residents outside of Columbus who are not eligible for a free card (per the library card policy).

\$5 for each test proctored (faxing fees and postage may apply).

\$1 per page for outgoing faxes (\$5 maximum up to 25 pages, \$1 per each additional page).

~~\$0.40~~25 per black & white print made on standard printer/copier.

~~\$0.25~~50 per color print made on standard printer/copier.

### **Makerspace fees:**

Consumable materials used in the Makerspace are charged to users at cost plus sales tax. Prices are posted in the Makerspace.

### **Interlibrary Loan (ILL):**

Unusual or international postage fees charged by the lending library will be charged after consultation with patron.

\$3 postage recovery fee will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

## **PARKS AND RECREATION**

*All fees are non-refundable.*

### **Athletic Field Rentals:**

Recreation Leagues	\$15/Field/Day Youth \$35/Field/Day Adult
Organized Leagues (Clubs)	\$55/Field/Day Youth/Adult
Tournaments	\$55/Field/Day Youth/Adult
Recreation Practice	No Charge Youth/Adult BUT must be scheduled through Parks and Rec or not permitted
All outside Columbus community games	\$155

*Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land in the track and football field area.*

### **Bleachers:**

Bleacher rental (five-row only)	
For special events held in a city park	\$93/bleacher/event

*Contingent upon availability. City will deliver and pick up.*

### **Clinics:**

Non-Profit organization (sponsor is a local organization)	\$60 (includes refuse disposal)
Private organization (profits to be used for individual benefit.)	\$215/day (no lights) \$240/day (with lights)

### **Commercial Nature:**

For anything of a commercial nature in any park where electricity is used, a ~~\$10~~ fee will be assessed based on usage.

If additional cleanup is required, an additional \$50 fee will be assessed.

Cleanup for Columbus Days event in Frankfort Square	\$190/day
---	-----------

<b>Concessionaire:</b>	\$20/day \$35/month
------------------------	------------------------

Park Board approval required for those wishing to sell goods and services on property under Park Board jurisdiction. Special Event Packet must be processed and approved for those wishing to sell goods and services on park properties.

**Concession Stand Rentals:**

Armory, Gerrard, Centennial, Pawnee Park Baseball, Bradshaw, and Wilderness

Non-profit organization \$130/season, plus cleanup

Private organization \$295/season, plus cleanup

**Disc Golf:**

Tournaments \$35/tournament

League Play \$35/each

*\*Once per week/12 consecutive week maximum*

**Football: (Pawnee and Bradshaw Parks)**

Scotus & Columbus High Schools \$800/varsity game

JV, Junior High, Freshman, Middle School  
and Soap Scrimmages (with lights) \$400/game

JV, Junior High, Freshman, and Middle School (no lights) \$200/game

All non-local teams \$1,000/game

**Soccer (Pawnee Park Memorial Stadium):**

Games with lights \$400/game

Games without lights \$200/game

**Horseshoes:**

Electricity \$100/season

Tournaments \$65/tournament

**Softball:**

High School/College \$70 for refuse disposal  
plus 35% of actual electricity usage for each season

**Tennis/Pickleball:**

High School	\$500/school year
Pawnee Park	\$26/court/day \$35 for 6 courts, 2 hours/day \$100 for 6 courts/day
Gerrard Park	\$26/court/day
Tennis Association Electricity Fee	\$275/season

**Track:**

Practice per season, per school (Columbus and Scotus High Schools, Columbus Middle School & Scotus Jr. High)	\$335
Invites and Relays	\$195/meet
Dual/Triangular Meets	\$70/meet
Districts or Conference (Columbus Schools)	\$270/meet
Districts or Conference (not involving Columbus Schools)	\$395/meet
Electronic Timing System	\$210/meet
Special Olympics	\$50

*No track practice can be held when a scheduled track meet is in progress. Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land anywhere in the track and football field areas.*

*Cost for items such as hurdles, jumping standards, jumping pits, and pole vault boxes will be split between the City, Columbus High School, and Scotus High School.*

**PROGRAMS:**

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

*Program fees are non-refundable.*

**Shelter Reservations:**

Glur Park Shelter	\$50/day
Pawnee Park West Shelter	<del>\$25/table</del> <u>\$125/day</u>
Pawnee Park East Shelter	\$50/day

*Payable at time reservation is made. Non-refundable.*

<b>Bark Park Reservation</b>	\$35/day
------------------------------	----------

**Frankfort Square Reservations:**

\$35/event

\$100/event with profit capability

**Stadium Reservations:**

\$150 plus cleanup per event where no admission is charged or concession used. Park crew wages will be added to the \$150 fee for cleanup.

\$225/event where admission is charged.

\$300/event where concessions are sold.

\$525/event where admission is charged and concession are sold.

\$50/hour for video board usage

Marching Band Festival	\$800
------------------------	-------

<b>Wedding Reservation</b>	\$35
----------------------------	------

*Condition of area for wedding is "as is".*

<b>All events requiring extra cleanup (garbage receptacles emptied only)</b>	<b>\$70/day</b>
--	-----------------

## **POLICE**

### **Impounded Vehicle:**

Outside Storage	\$10 per day
Inside Storage	\$20 per day
Towing	Per agreement w/towing companies
Administrative Fee	\$30

### **Miscellaneous:**

Reports (pick up in person)	\$5 First Page - \$1 Add'l Page
Faxes	\$5 First Page - \$1 Add'l Page
Criminal History Fee	\$10
CD containing audio/video/photo reproduction	\$20
Research <u>(Nebraska resident)</u>	\$30 per hour (following <u>48</u> cumulative hours <u>and any other fee(s) that are allowed under State Statute</u> )
<u>Research (non-Nebraska resident)</u>	<u>\$30 per hour and any other fees that are allowed under State Statute</u>
Fingerprints	\$5 per card
Bike License	\$5
ATV/UTV/Golf Car Permit	
Fiscal Year 2022-2023	\$20
Fiscal Year 2023-2024	\$30
Fiscal Year 2024-2025	\$40
Fiscal Year 2025-2026	\$50
Gun Permit	\$5
Vendor/Solicitor Permit	\$15 per day or \$30 per month
Parking	\$15 - \$500

### **False Alarm:**

One – Four	No Charge
Five – Seven	\$25 each
Eight – Ten	\$50 each
Eleven – Subsequent	\$100 each

### **Fire False Alarm:**

First False Alarm	No Charge
Any subsequent within 6 months	\$100

### **Registration:**

Vacant Building	\$5
-----------------	-----

**Parking Violations:**

*The fines for parking violations, if paid within five (5) days are as follows:*

Handicapped (Disabled) Parking, 1 <sup>st</sup> Offense:	\$150
Handicapped (Disabled) Parking, 2 <sup>nd</sup> Offense:	\$300 within one-year period
Handicapped (Disabled) Parking, 3 <sup>rd</sup> Offense:	\$500 within one-year period
Restricted Parking Lot, 1 <sup>st</sup> Offense:	\$15
Restricted Parking Lot, 2 <sup>nd</sup> Offense:	\$25
Restricted Parking Lot, 3 <sup>rd</sup> Offense:	\$100
Parking Near Fire Hydrant	\$25
Parking in Fire Lane	\$25
Parking Near Street Intersection	\$15
Parking Within Sidewalk Space	\$15
Parking Near Traffic Control Device	\$15
Semi-Truck/Trailer and Commercial Vehicle Violation	\$15
Angle Parking	\$15
Parking of Oversize Vehicles, Trailer, Mobile Home, Camping Trailer, or Bus in Residential Districts	\$15
School Buses Stopped	\$15
Parking Prohibited on Certain Streets	\$15
Parking Upon Roadways or City Parking Lots for certain purposes prohibited	\$15
Abandoned Vehicle	\$15
Obstructing Driveways or Roads	\$15
Painting Curbs, Prohibited	\$15
Parking In Alleys	\$15
Impeding or Obstructing Traffic	\$15
Standing in Loading Zone	\$15
Large Vehicles Parked	\$15
Parking for the purpose of selling merchandise	\$15
Parallel Parking	\$15
Streets Without Curb	\$15
Parking Time Limits	\$15
Stopping, Standing, or Parking in places which would cause hazardous conditions or traffic congestion	\$15
Parking with left side to curb prohibited	\$15
Unattended Motor Vehicles	\$15

The fines for all parking violations will double if not paid within five (5) days from the date the citation was issued.

The storage fee for vehicle impound lot will begin the day vehicle is placed into impound and end the day vehicle is removed from impound.

## **POLICE - ANIMAL CONTROL**

### **Licensing:**

Exotic Animal	\$20 plus administrative and actual publication costs
Dog and Cat (January-December Intact)	\$25
Dog and Cat (January-December Altered)	\$13
Replacement Tag	\$3
Lifetime Dog and Cat License: <i>Non-transferable and Non-refundable</i>	
6 months to 5 years old	\$100
over 5 years old	\$50

### **Impound Fees:**

First Offense	\$15
Second Offense	\$25
Third Offense and each thereafter	\$40
Daily Charge for Animal in Custody	\$10

Unclaimed livestock found stray that are not able to be housed at the shelter will be charged same rates assessed by outside agency (i.e., sale barn, vet clinic or other organization contracted for this service.)

### **Animal under investigation at shelter for either a bite, vicious, or dangerous investigation case**

\$25 per day

Upon the owner of any animal claiming their pet, the owner shall be responsible for all medical costs incurred by the City of Columbus while in the custody of the City of Columbus.

### **City Live Animal Trap Program:**

Refundable Deposit \$50

**Commercial Animal Establishment:** \$100 annually

**Hobby Beekeeper Application (non-refundable)** \$20

**Dangerous Dog Appeal (non-refundable)** \$100

The Erna Badstieber Paws and Claws Adoption Center may request an appeal hearing without the appeal fee.

**POLICE – CODE ENFORCEMENT**

**Nuisances:**

Abatement of Nuisance/Rubbish                      \$100 per hour (minimum \$100) plus  
postage, dumping fees, equipment  
fees, legal fees, and \$50 administrative  
fee

Weed Abatement                                      \$85 per hour (minimum of \$85) plus  
postage dumping fees, equipment fees,  
legal fees, and \$50 administrative fee

Removal of Snow & Ice                              \$85 per hour (minimum of \$85) plus  
postage, equipment fees, legal fees,  
and \$50 administrative fee

Towing    per agreement w/towing company  
plus postage, legal fees, storage fees,  
and \$50 administrative fee

Storage fees:

Outside storage                                      \$10 per day  
Inside storage                                        \$20 per day

Equipment Fee                                        \$15

## **PUBLIC WORKS - STREET**

### **Equipment Charges (for equipment only):**

<b>Equipment</b>	<b>Per Hour Cost + labor</b>	<b>Minimum</b>
Backhoe	\$100	\$200
Boom Truck/Sign Truck	\$100	\$200
Chipper	\$50	\$100
Compressor	\$50	\$100
Concrete Saw	\$8 per foot	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Grader	\$150	\$300
Loader	\$100	\$200
Pickup	\$30	\$60
Sweeper	\$75	\$150
Tractor	\$50	\$100
VAC Trailer	\$125	\$175
Mower	\$125	\$150

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Sidewalk Replacement \$300 for 25 sq. ft.(min.) \$10/sq. ft. for each add'l sq. ft.

Street Replacement \$400 for 25 sq. ft (min.) \$13/sq. ft. for each add'l sq. ft.  
Only concrete (6" typical)

Street Replacement w/  
Asphalt Overlay \$350 for 25 sq. ft. (min.) \$12/sq. ft. for each add'l sq. ft.

Street Replacement w/  
Only Asphalt (6" typical) \$300 for 12 sq. ft. (min.) \$11/sq. ft. for each add'l sq. ft.

Removal of Right of Way Tree:

With Tree Replacement	\$15
Without Tree Replacement	\$75

Tree Service Registration \$15 annually plus \$500,000/\$1,000,000 liability insurance coverage

Pruning of Branches on Right of Way or Park Trees for Purpose of Moving a Building must be done by contractor.

Utility Cuts	\$15 per lineal foot	\$200 minimum
--------------	----------------------	---------------

Excavation Permit:

	FEE (per sq. ft.)
Concrete less than 4" depth	\$10
Concrete 4" – 6" depth	\$10
Concrete over 6" depth	\$10
Asphalt less than 4" depth	\$10
Asphalt 4" – 6" depth	\$10
Asphalt over 6" depth	\$10
Gravel	\$10
Fill Material	\$10

Should area not be restored by applicant, City will restore and charge the cost of restoration.

## **PUBLIC WORKS - TRANSFER STATION**

**Garbage Hauler Licensing Fees & Requirements:** \$150 annual fee + bond in an amount equal to 1/4 of the total transfer station charges incurred by the licensed hauler during the preceding calendar year. Those haulers not in business for one full year will post a bond of \$5,000.

**Overweight Permit:** \$100 per vehicle

**City Fees:** The following quantities and fees shall apply to the weight of all municipal solid waste, refuse, and materials deposited or unloaded at the Solid Waste Transfer Station:

<b>Category</b>	<b>Fee</b>	<b>Minimum</b>
Solid Waste Availability Fee (billed on water/sewer utility bills and collected as such):		
Residential	\$2 per month	
Commercial	\$6 per month	
Industrial	\$10 per month	
 Municipal Solid Waste Tipping Fee deposited or unloaded other than by a licensed garbage hauler:	 \$69 per ton	 \$15 per vehicle (up to 320 lbs)
(An additional trailer shall be considered an additional vehicle.)		
 Community Cleanup Rate:	 \$10 minimum	 (up to 2 days, twice a year)
 Municipal Solid Waste Tipping Fee deposited or unloaded by a licensed garbage hauler:	 \$42 per ton	
+ Occupation Tax	\$27 per ton	
* <i>Occupation Tax is covered in Columbus City Code – Section 111.03</i>		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded other than by a licensed garbage hauler:	 \$69 per ton	 \$3.50 per vehicle (up to 100 lbs)
(An additional trailer shall be considered an additional vehicle.)		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded by a licensed garbage hauler:	 \$42 per ton	
+ Occupation Tax	\$27 per ton	
* <i>Occupation Tax is covered in Columbus City Code – Section 111.03</i>		

<b>Category</b>	<b>Fee</b>	<b>Minimum</b>
Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (other than by a licensed garbage hauler): (An additional trailer shall be considered an additional vehicle.)	\$69 per ton	\$2.50 per vehicle (up to 80 lbs)

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (by a licensed garbage hauler):	\$42 per ton
+ Occupation Tax.	\$27 per ton

*\* Occupation Tax is covered in Columbus City Code – Section 111.03*

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds weighing less than 20 lbs:	No Charge
--	-----------

Any material deposited or unloaded which causes any damages or plugging up of the Transfer Station push pits:	Actual cost of incurred expense	\$75 per occurrence
---	---------------------------------	---------------------

<b>Equipment:</b>	<b>Per hour cost</b>	<b>Minimum</b>
Dump Truck	\$50	\$100
Loader	\$100	\$200
Pickup	\$30	\$60

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge)

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

**Inoperative Scales:** If the scale is inoperative for any reason, the charge to licensed collectors and others with charge accounts shall be the average charge per load for the previous full month or the operator may require customers to acquire a weight slip from a commercial scale.

**Right of Refusal:** Should any illegal or questionable material be brought to the transfer station to be deposited or unloaded, the transfer station reserves the right of refusal of the material.

## PUBLIC WORKS - WATER/SEWER UTILITIES

### Water Rate Table:

Rates per 1,000 gallons or portions thereof:

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

### Monthly Service Charges: 9.5% per year

Meter Size	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
¾"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1-½"	\$22.29	\$24.41	\$26.72	\$29.26	\$32.04
2"	\$37.15	\$40.68	\$44.54	\$48.77	\$53.40
3"	\$74.29	\$81.35	\$89.08	\$97.54	\$106.81
4"	\$111.44	\$122.03	\$133.62	\$146.31	\$160.21
6"	\$222.88	\$244.05	\$267.24	\$292.62	\$320.42
8"	\$371.46	\$406.75	\$445.40	\$487.71	\$534.04
10"	\$557.20	\$610.13	\$668.09	\$731.56	\$801.06
12"	\$1,040.10	\$1,138.91	\$1,247.11	\$1,365.58	\$1,495.31

**Special Water:** For water connections that have never been assessed or charged for water service.

Special Connection Charge for Lots 66' or less  
 - Outside City Limits \$2,508.00  
 \$110.00 additional

Special Connection Charge for Lots in excess of 66'  
 - Outside City Limits \$38.00 per front footage  
 \$110.00 additional

### Sewer Rate Table:

Rates per 1,000 gallons or portions thereof:

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

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

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

**Special Sewer:** For sewer connections that have never been assessed or charged for sanitary sewer service.

Special Connection Charge for Lots 66' or less \$1,650.00  
 - Outside City Limits \$110.00 additional

Special Connection Charge for Lots in excess of 66' \$25.00 per front footage  
 - Outside City Limits \$110.00 additional

Sewer Surcharge Rate: BOD \$0.234 per pound  
 TSS \$0.194 per pound  
 Grease \$0.388 per pound

Disposal of Septic Waste or Portable Waste at the WWTF \$0.05 per gallon

**Stormwater Management Program:**

Residential zoning (AG, RR, R-1, R-2, R-3, and RMH)

Tier No.	Parcel Max Impervious Surface Area (sq. ft.)	Rate
1	between 0.0 and 4,000	\$3.00
2	between 4,001 and 6,000	\$3.25
3	between 6,001 and 50,000	\$3.50
4	greater than 50,000	\$6.00

Commercial zoning (O, LC, UC, B-1, and B-2) and Industrial zoning (ML/C-1 and MH)

1	between 0 and 36,000	\$3.00
2	between 36,001 and 195,000	\$4.75
3	between 195,001 and 1,450,000	\$9.00
4	greater than 1,450,000	\$11.50

**Grease Management Program:**

Grease Trap interceptor and/or automatic grease removal device		
Annual permit		\$50 per unit
Annual inspection		\$35 per site
Late fee and/or non-permitted activity		\$100 per unit/per occurrence
Grease disposal		\$0.15 per gallon

**Nonresidential Strength Wastewater** shall be charged actual costs based on composition of the waste for treatment, handling, and disposal plus a 10% administrative charge.

**Water/Sewer Miscellaneous:**

Water Permit	\$50 each	
Sewer Permit	\$50 each	
Water – Turned On	\$25 per occurrence	Non-Payment & Convenience Call
	\$50	Non-Payment – After 5 pm of the day of request
	\$100	Convenience call - After 5 pm of the day of the request
Water – Shut Off	\$25 per occurrence	Non-Payment & Convenience Call
	\$100	Convenience call - After 5 pm of the day of the request
Insufficient Funds	\$25 per occurrence	
Filling Consumer Tanks	\$5 for first 1,000 gallons & \$3.75 for each add'l 1,000 gallons or portions thereof over 1,000 gallons.	

Rates for Building Under Construction Regular charge-as though water was taken by regular customer service.

<b>Equipment:</b>	<b>Per Hour Cost</b>	<b>Minimum</b>
Backhoe	\$100	\$200
Compressor	\$50	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Loader	\$100	\$200
Service Truck	\$45	\$90
Service Van	\$50	\$100
Pumps	\$50	\$100
Tapping Machine	\$150 per tap	
Fire Hydrant:		
Meter	\$100 deposit	
Flush Valve	\$100 deposit	\$30 monthly
Water Line Freeze Pack	\$100 per line	
<u>Bulk Water Fill Station</u>	<u>\$5.50 per load or per each 1,000 gallons</u>	

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2-hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

**Service:**

<b>Sewer Cleaning</b>	<b>Commercial</b>	<b>Residential</b>
Wash Down	\$75 per hr. - \$150 minimum	\$50 per hr. - \$100 minimum
Haul Water	\$75 per hr. plus current water rates	\$75 per hr. plus current water rates

**Video Inspection:** Rates are charged as per foot for contract Video Inspections or Service Locates. This rate is for video inspection only. If lines need to be cleaned, contractor will be charged as per fee schedule. If any other labor is involved, the contractor will be charged for additional labor.

<b>Line Size</b>	<b>Cost</b>	<b>Minimum</b>
6" Sewer Lines	\$ .75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

**Combination Pressure/Vacuum Cleaning Sewer Line:** Rates are charged as per foot for contract Vacuum/Cleaning Sewer Line Services. This rate is for pressure/vacuum cleaning only. If any other labor is involved, the contractor will be charged for additional labor.


<b>Line Size</b>	<b>Cost</b>	<b>Minimum</b>
6" Sewer Lines	\$ .75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

10.C.2. Update to Employee Personnel Manual.



City of Columbus  
Human Resources / Risk Management  
2500 14<sup>th</sup> St. Suite 3  
Columbus, NE 68601  
402-562-4243  
[www.columbusne.us](http://www.columbusne.us)

**DATE:** July 30, 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:**

As part of our ongoing efforts to ensure that our personnel policies remain fair, relevant, and aligned with current practices, we have undertaken a comprehensive review of the existing Personnel Manual. The Fire and Police Unions have both approved the proposed updates, and these changes have been circulated to all city employees for review and feedback.

We believe these updates will enhance our working environment, promote fairness, and support the professional growth and well-being of all city employees and maintain a positive workplace culture.

---

## 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<sup>th</sup> birthday at the time of employment, except that a lower or higher minimum age may be established for certain temporary positions as required or permitted by state and federal law.
3. Applicant is not qualified to perform the essential functions of the position, with or without reasonable accommodation, or if such accommodation would impose an undue hardship on the City.
4. Applicant is currently engaging in the use of illegal drugs.
5. Applicant is not of good moral character to the extent that his or her job performance would be impaired or that discredit or risk would be brought upon the City by offering employment.

6. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act.

**Sec. 2.55 Interviews.**

Selection officials shall interview applicants in competitive selection processes who on the record appear to be the best qualified for the position involved. For designated positions, a written summary of interview questions and answers shall be prepared and forwarded to the Human Resources Director for retention. Interviews shall be conducted in a consistent job-related and nondiscriminatory manner.

**Sec. 2.57 Documentation and Notification.**

The Human Resources Director shall devise necessary forms and procedures pertaining to the selection process. Disqualification and selection decisions shall be thoroughly documented by the responsible officials. The Human Resources Director shall be responsible for conducting reference checks of successful applicants. The Human Resources Director shall also respond to any written requests from applicants concerning the reasons for their disqualification or non-selection.

**Sec. 2.60 Employment of Relatives.**

Two or more members of the same immediate family shall not be allowed to supervise each other or to do work under the same immediate supervisor except in emergencies. They may be employed in different units of the same department or in different departments. Should two present employees become immediate family through marriage, both employees may retain employment, however, City Administration retains the right and responsibility to transfer either one of the related employees for the purpose of maintaining the best interest of the City of Columbus. Summer only employees may be exempt from this policy if the department head specifically approves the hiring. The hiring of an immediate family member of a supervisor or department head must be approved by the City Administrator.

**Sec. 2.65 Types of Appointment.**

Appointments of employees to positions under these rules shall be of the following types:

1. Training appointments.
2. Regular appointments. Upon the satisfactory completion of the introductory period, employees are granted regular appointments.
3. Temporary appointments to replace regular employees. Employees may be given temporary appointments, which are limited to no more than one (1) year. Employees who are hired to temporarily fill a position vacated by a regular employee who is on authorized leave, shall, after 90 calendar days of employment, be entitled to sick and holiday leave on the same basis as a regular employee. In addition, should such employee receive an offer of employment to a regular position with the City, while still serving as a temporary employee, they will receive vacation and sick leave credit from the date of their appointment as a temporary employee.

Positions may be full or part-time, and may be occupied by employees under any of the three types of appointments.

**Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities.**

The City complies with applicable federal, state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws.

It is the City's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations: (a) to applicants only after conditional offers of employment have been extended; and (b) to employees for business necessity.
3. Keep all medical-related information as confidential as possible and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would impose an undue hardship on the City.

Qualified individuals with disabilities should make requests for reasonable accommodation to the City's Human Resources Director. On receipt of an accommodation request, the Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations. The Human Resources Director and City Administrator, in conjunction with those City officials and employees having a need to know, will determine the feasibility of the requested accommodation.

**Sec. 2.67 Equal Employment Opportunity.**

It is the policy of the City to provide equal employment opportunity to all employees and applicants for employment. No person is to be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.

1. This policy is applicable to all terms, conditions, and privileges of employment including, but not limited to hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.
2. The Human Resources Director, who reports directly to the City Administrator on matters relating to this policy, is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. The Human Resources

Director duties may include, but are not necessarily limited to:

- a) Assisting management in collecting and analyzing employment data.
  - b) Developing policy statements, and recruitment techniques designed to comply with the equal employment policies of the City.
  - c) Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
  - d) Assisting supervisory personnel in arriving at solutions to specific personnel problems.
  - e) Serving as liaison between the City and government agencies, minority organizations, and other community groups.
  - f) Keeping City management informed of the latest developments in the entire equal employment opportunity area.
3. Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be immediately referred to the Human Resources Director.
  4. Employees who feel they are being discriminated against should bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly or City Administrator.

**Sec. 2.80 Minimum Age.**

No applicant for employment shall be considered who is less than 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:

<b>Benefit Title</b>	<b>Description</b>	<b>Who Qualifies</b>	<b>Who Pays for It</b>
Call-Back Pay	A minimum payment of 2 hours of overtime pay when called back to work during an emergency.	All regular employees	City
Coffee Breaks	Employee working an eight-hour shift normally receives two 15 minute coffee breaks. As a full-time employee, break periods in a week add up to the equivalent of 2 ½ hours of paid break time.	All employees	City
Compassionate Leave	Up to 24 working hours of paid leave for a death or serious injury of an immediate family member or similar personal problem upon approval of department head.	All regular employees	City
Compensatory Leave	Employee may bank time off at a rate of 1 ½ times the number of hours worked in lieu of overtime pay.	All regular employees	City
Deferred Compensation	Employees can deduct pretax dollars from their gross pay into an approved deferred compensation program.	All regular employees	Employee
Dental Coverage	Pays usual & customary charges.	All regular employees working 30 hours or more a week	City and/or Employee
Vision Coverage	Employee Pays flat rates for different coverages (exam, glasses, contacts, etc.)	All regular employees working 30 hours or more a week	Employee
Flexible Spending	Employees may use pretax dollars to fund expenses such as childcare, and unreimbursed medical expenses.	All regular employees working 30 hours or more a week	
Health Coverage	A comprehensive major medical program.	All regular employees working 30 hours or more a week	City and Employee
Holiday Pay	The City recognizes 10 holidays. Most eligible employees receive holidays off with pay. Regular employees working on a holiday receive regular pay plus overtime pay for all hours worked during the holiday.	All regular employees	City
Job Posting	Opportunity to be considered for posted positions.	All employees	City
Life Insurance	City pays for group term life insurance for regular 30 hour employees. Optional supplemental life is also available through payroll deduction.	All regular employees working 30 hours or more a week	City
Long Term Disability Coverage	An income protections plan that pays covered employees 60% of their gross pay	All regular employees working	City

Military Leave	after having been disabled 180 days for a qualifying condition. Pay for approved time away up to the allowed hours per USERRA (Uniformed Services Employment and Reemployment Rights Act)	30 hours or more a week 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               | Golf Course Superintendent |
| City Clerk                       | Human Resource Director    |
| City Engineer                    | Library Director           |
| Communications Director          | Police Captain             |
| Chief Building and Code Official | Police Chief               |
| Finance Director/City Treasurer  | Public Property Director   |
| Fire Chief                       | Public Works Director      |
| Park & Recreation 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.

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:

<i>Years of Service With City</i>	<i>Annual vacation Accrual</i>	<i>Vacation Accrual Per Pay Period</i>	<i>Maximum Vacation Allowed In Employee’s Vacation Bank</i>
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.

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
Personal Holiday	One personal day off chosen by employee

Regular full-time employees are entitled to paid leave in observance of these holidays. These holidays are to be taken in whole day increments. The pay record and/or time sheet will be recorded as "holiday pay" and will be equal to the number of normally scheduled work hours for the employee's shift at the regular rate of pay. 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**

Aunts and Uncles  
Nieces and Nephews

**Spouse's**

Brother and their spouse  
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.

### *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. 6.60 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 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 Employment	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

<b>PERSONNEL MANAGEMENT SYSTEM</b>	<b>2</b>
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
<b>METHOD OF FILLING VACANCIES</b>	<b>12</b>
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

<b>SALARY ADMINISTRATION</b>	<b>19</b>
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.	22
Sec. 3.90 Bi-Weekly Payroll Processing.	22
Sec. 3.96 Employee Recognition.	23
Sec. 3.97 Payroll Deductions and Reductions.	23
<b>HOURS OF WORK AND OVERTIME</b>	<b>255</b>
Sec. 4.10 Hours of Work.	255
Sec. 4.15 Travel Time.	255
Sec. 4.20 Overtime.	255
Sec. 4.25 Carrying a Pager or Other Electronic Device.	266
Sec. 4.30 Compensatory Time.	266
Sec. 4.31 Shift Differential.	266
Sec. 4.40 Exempt Employees.	277
Sec. 4.45 Volunteer Time	277
Sec. 4.50 Break Periods	277
Sec. 4.70 Disaster Policy.	277
<b>LEAVE BENEFITS</b>	<b>29</b>
Sec. 5.00 Vacation.	29
Sec. 5.20 Sick Leave.	311
Sec. 5.21 Accrual of Vacation and Sick Time While Not Working	333
Sec. 5.30 Administrative Leave.	333
Sec. 5.31 Jury Duty/Witness Leave.	344
Sec. 5.32 Voting Time.	344
Sec. 5.35 Election Work.	344
Sec. 5.40 Workers' Compensation.	344
Sec. 5.50 Holiday Leave.	355
Sec. 5.60 Leave of Absence Without Pay.	366
Sec. 5.70 Leave of Absence (Family Medical Leave & Military Family Leave).	377
Sec. 5.80 Absence Without Leave.	411
Sec. 5.85 Continued Employment While on Leave of Absence	422
Sec. 5.90 Compassionate Leave.	422
<b>PROBLEM SOLVING AND DISCIPLINE</b>	<b>43</b>
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 Offenses	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
<b>EMPLOYEE RESPONSIBILITIES AND CONDUCT</b>		<b>57</b>
Sec. 7.10	Behavior of Employees.	57
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
<b>SEPARATION AND REINSTATEMENT</b>		<b>74</b>
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
<b>EXPENSE REIMBURSEMENT POLICIES AND REPORTING PROCEDURES</b>		<b>78</b>
Sec. 9.00	Expense Reimbursement Policies and Reporting Procedures.	78

Sec. 9.10	Lodging.	78
Sec. 9.20	Transportation.	78
Sec. 9.30	Meal Expense.	79
Sec. 9.40	Expense Reports.	80
Sec. 9.50	Receipts.	80
<b>RISK MANAGEMENT</b>		<b>81</b>
Sec. 10.00	Risk Management Responsibilities.	81
Sec. 10.04	Incident Reports.	83
Sec. 10.05	The Cost of Accidents.	83
Sec. 10.10	Driving Rules and Regulations.	85
Sec. 10.15	Procedures for Reporting Accidents and/or Breakdowns of Municipal Vehicles.	87
Sec. 10.20	Safety Equipment.	87
Sec. 10.25	Training.	88
Sec. 10.30	Hard Hats.	88
Sec. 10.35	Operations in the Public Way.	89
Sec. 10.40	Office Safety.	90
Sec. 10.45	Ladders and Scaffolding.	91
Sec. 10.50	Use of Head Sets or Earbuds.	92
Sec. 10.55	Working in Cold and Hot Weather.	92
Sec. 10.60	Hazardous Communications Policy.	93
Sec. 10.65	Bloodborne Pathogen Policy.	94
<b>INDEX</b>		<b>97</b>
<b>TABLE OF CONTENTS</b>		<b>102</b>

## ACKNOWLEDGMENT FORM

**Style Definition:** TOC 3: Tab stops: 1.07", Left + 6.69", Right

I acknowledge receiving a copy of the 2024~~0~~ 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 ~~Lieutenant~~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 ~~lieutenant~~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 ~~not~~ directly related to the employee's job; and
4. The employee does not perform any productive work for the employer during such attendance.

**CHAPTER TWO**  
**METHOD OF FILLING VACANCIES**

**Sec. 2.05 Vacancy Identification.**

Department heads shall notify the Human Resources Director as soon as they become aware of actual or impending vacancies in their organizations. No vacancy may be filled without the authorization of the City Administrator, who may specify the selection process or processes to be used.

**Sec. 2.10 Promotion Policy.**

A promotion is the assignment of an employee from a position in one Job Title to a position in another Job Title having a higher maximum salary. The City shall provide promotional opportunities whenever feasible. City employees may also apply and be considered for any position in the same manner as members of the general public.

**Sec. 2.12 Competitive Selection.**

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the selection process for applicants from any of three processes. First, the selection process may be limited to persons in the City service or a segment thereof. Secondly, the selection process may be opened to the general public without special preferences or consideration for any City employees who apply. And finally, the selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

**Sec. 2.15 Noncompetitive Selection.**

When in the best interest of the City, a noncompetitive selection process may be specified by the City Administrator. Vacancies may be noncompetitively filled with qualified persons by the following means:

1. Reinstatement of a former City employee, as described elsewhere in these rules.
2. Demotion for cause, as described elsewhere in these rules.
3. Voluntary demotion.
4. Repromotion of an employee previously demoted in lieu of layoff.
5. Lateral transfer.
6. Special employment program.

**Sec. 2.17 Voluntary Demotion.**

Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. Employees may be demoted at their own request if in the best

interest of the City.

**Sec. 2.20 Demotion in Lieu of Layoff.**

An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through noncompetitive re-promotion.

**Sec. 2.25 Lateral Transfer.**

Lateral transfer is any assignment from one position to another not involving a promotion or demotion. A lateral transfer may be effected at an employee's request or for reasons of administrative necessity. It is highly desirable when a vacancy occurs in a department for which an employee of another department is qualified, that the employee be given an opportunity to apply for the vacancy. In appropriate circumstances, the Human Resources Director shall ensure that notices are posted in City departments and divisions soliciting applications for lateral transfer.

**Sec. 2.27 Special Employment Programs.**

From time to time, the City Administrator, in furtherance of legitimate public policy objectives may specify vacancies be filled with persons eligible for inclusion in particular special employment programs without regard to the provisions of this chapter concerning selection processes. Special employment programs include, but are not limited to internships, youth employment programs, work-study programs, intergovernmental mobility assignments, vocational rehabilitation programs and seasonal employees.

**Sec. 2.30 Temporary Positions.**

The City Administrator may authorize any fair and practical means of filling temporary or seasonal positions without regard to other provisions of this chapter concerning selection processes.

**Sec. 2.35 Vacancy Announcements.**

The Human Resources Director shall announce all vacancies for which a competitive selection process has been specified.

**Sec. 2.37 Purpose and Design of Application Forms.**

The Human Resources Director shall develop one or more general application forms for use in applying for City employment. The Human Resources Director or department heads may also develop specialized or supplemental application forms for use in appropriate circumstances. Any forms developed by department heads shall be reviewed by the Human Resource Director for technical adequacy, utility, and equal employment opportunity compliance. Application forms shall be used in making fair determinations of qualifications for employment. Information concerning non-merit factors shall only be requested as necessary to satisfy equal employment opportunity and other legal requirements. Information required only at the time of selection or appointment shall not be solicited at the time of initial application.

**Sec. 2.40 Filing of Application.**

Applications shall be filed with the Human Resources Director as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications, if in the best interest of the City. The Human Resources Director shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

**Sec. 2.45 Initial Processing of Application.**

The Human Resources Director shall be responsible for the initial processing of employment applications as directed by the City Administrator. Should information be collected solely for equal employment opportunity purposes it shall be detached from the main body of each application upon receipt. The information shall be separately and securely filed by the Human Resources Director and shall not be used in the selection process.

**Sec. 2.47 Evaluation of Qualifications.**

It is the policy of the City to select, develop and promote employees based upon their individual qualifications, abilities and performance. Applicants for employment with the City will be requested to supply personal and employment references. In addition, the City reserves the right to obtain background information on applicants either before or after actual employment. Such information may include, but is not limited to, an individual's character, general reputation, mode of living, and criminal and other public record. To protect against the use of inaccurate information, the City will comply with applicable federal law in obtaining such information.

**Sec. 2.50 Disqualification.**

An applicant may be disqualified from further consideration at any stage of the selection process for, among other things:

1. Applicant cannot provide adequate documentation demonstrating their eligibility to work in the United States as required by federal law.
2. Applicant will not have attained their 16<sup>th</sup> birthday at the time of employment, except that a lower or higher minimum age may be established for certain temporary positions as required or permitted by state and federal law.
3. Applicant is not qualified to perform the essential functions of the position, with or without reasonable accommodation, or if such accommodation would impose an undue hardship on the City.
4. Applicant is currently engaging in the use of illegal drugs.
5. Applicant is not of good moral character to the extent that his or her job performance would be impaired or that discredit or risk would be brought upon the City by offering employment.

6. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act.

**Sec. 2.55 Interviews.**

Selection officials shall interview applicants in competitive selection processes who on the record appear to be the best qualified for the position involved. For designated positions, a written summary of interview questions and answers shall be prepared and forwarded to the Human Resources Director for retention. Interviews shall be conducted in a consistent job-related and nondiscriminatory manner.

**Sec. 2.57 Documentation and Notification.**

The Human Resources Director shall devise necessary forms and procedures pertaining to the selection process. Disqualification and selection decisions shall be thoroughly documented by the responsible officials. The Human Resources Director shall be responsible for conducting reference checks of successful applicants. The Human Resources Director shall also respond to any written requests from applicants concerning the reasons for their disqualification or non-selection.

**Sec. 2.60 Employment of Relatives.**

Two or more members of the same immediate family shall not be allowed to supervise each other or to do work under the same immediate supervisor except in emergencies. They may be employed in different units of the same department or in different departments. Should two present employees become immediate family through marriage, both employees may retain employment, however, City Administration retains the right and responsibility to transfer either one of the related employees for the purpose of maintaining the best interest of the City of Columbus. Summer only employees may be exempt from this policy if the department head specifically approves the hiring. The hiring of an immediate family member of a supervisor or department head must be approved by the City Administrator.

**Sec. 2.65 Types of Appointment.**

Appointments of employees to positions under these rules shall be of the following types:

1. Training appointments.
2. Regular appointments. Upon the satisfactory completion of the introductory period, employees are granted regular appointments.
3. Temporary appointments to replace regular employees. Employees may be given temporary appointments, which are limited to no more than one (1) year. Employees who are hired to temporarily fill a position vacated by a regular employee who is on authorized leave, shall, after 90 calendar days of employment, be entitled to sick and holiday leave on the same basis as a regular employee. In addition, should such employee receive an offer of employment to a regular position with the City, while still serving as a temporary employee, they will receive vacation and sick leave credit from the date of their appointment as a temporary employee.

Positions may be full or part-time, and may be occupied by employees under any of the three types of appointments.

**Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities.**

The City complies with applicable federal, state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws.

It is the City's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations: (a) to applicants only after conditional offers of employment have been extended; and (b) to employees for business necessity.
3. Keep all medical-related information as confidential as possible and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would impose an undue hardship on the City.

Qualified individuals with disabilities should make requests for reasonable accommodation to the City's Human Resources Director. On receipt of an accommodation request, the Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations. The Human Resources Director and City Administrator, in conjunction with those City officials and employees having a need to know, will determine the feasibility of the requested accommodation.

**Sec. 2.67 Equal Employment Opportunity.**

It is the policy of the City to provide equal employment opportunity to all employees and applicants for employment. No person is to be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.

1. This policy is applicable to all terms, conditions, and privileges of employment including, but not limited to hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.
2. The Human Resources Director, who reports directly to the City Administrator on matters relating to this policy, is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. The Human Resources

Director duties may include, but are not necessarily limited to:

- a) Assisting management in collecting and analyzing employment data.
  - b) Developing policy statements, and recruitment techniques designed to comply with the equal employment policies of the City.
  - c) Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
  - d) Assisting supervisory personnel in arriving at solutions to specific personnel problems.
  - e) Serving as liaison between the City and government agencies, minority organizations, and other community groups.
  - f) Keeping City management informed of the latest developments in the entire equal employment opportunity area.
3. Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be immediately referred to the Human Resources Director.
  4. Employees who feel they are being discriminated against should bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly or City Administrator.

**Sec. 2.80 Minimum Age.**

No applicant for employment shall be considered who is less than ~~16~~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:

<b>Benefit Title</b>	<b>Description</b>	<b>Who Qualifies</b>	<b>Who Pays for It</b>
Call-Back Pay	A minimum payment of 2 hours of overtime pay when called back to work during an emergency.	All regular employees	City
Coffee Breaks	Employee working an eight-hour shift normally receives two 15 minute coffee breaks. As a full-time employee, break periods in a week add up to the equivalent of 2 ½ hours of paid break time.	All employees	City
Compassionate Leave	Up to 24 working hours of paid leave for a death or serious injury of an immediate family member or similar personal problem upon approval of department head.	All regular employees	City
Compensatory Leave	Employee may bank time off at a rate of 1 ½ times the number of hours worked in lieu of overtime pay.	All regular employees	City
Deferred Compensation	Employees can deduct pretax dollars from their gross pay into an approved deferred compensation program.	All regular employees	Employee
Dental Coverage	Pays usual & customary charges.	All regular employees working 30 hours or more a week	City and/or Employee
Vision Coverage	Employee Pays flat rates for different coverages (exam, glasses, contacts, etc.)	All regular employees working 30 hours or more a week	Employee
Flexible Spending	Employees may use pretax dollars to fund expenses such as childcare, and unreimbursed medical expenses.	All regular employees working 30 hours or more a week	
Health Coverage	A comprehensive major medical program.	All regular employees working 30 hours or more a week	City and Employee
Holiday Pay	The City recognizes 10 holidays. Most eligible employees receive holidays off with pay. Regular employees working on a holiday receive regular pay plus overtime pay for all hours worked during the holiday.	All regular employees	City
Job Posting	Opportunity to be considered for posted positions.	All employees	City
Life Insurance	City pays for group term life insurance for regular 30 hour employees. Optional supplemental life is also available through payroll deduction.	All regular employees working 30 hours or more a week	City
Long Term Disability Coverage	An income protections plan that pays covered employees 60% of their gross pay	All regular employees working	City

<a href="#">Military Leave</a>	after having been disabled 180 days for a qualifying condition. <a href="#">Pay for approved time away up to the allowed hours per USERRA (Uniformed Services Employment and Reemployment Rights Act)</a>	30 hours or more a week <a href="#">All employees</a>	<a href="#">City</a>
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 <u>56</u> years; and 20 days after 15 years. Part-time regular employees' vacation time is prorated based on hours worked.	All regular employees working 20 hours or more a week	City
YMCA	Discounted membership rate available with payroll deduction.	All regular employees working 20 hours or more a week	Employee

**Sec. 3.85 Pay Periods.**

The pay period shall be a period of two weeks, beginning with the 12:01 a.m. Sunday shift and ending with the last p.m. shift on Saturday.

Pay will be issued biweekly on Friday following the end of a pay period. If a bank holiday falls on a Friday payday, an attempt will be made to issue pay one day early. If a City holiday and not a bank holiday, falls on a Friday payday, pay will be issued Friday.

Terminating employees will receive their final pay on the next regular payday when the pay would normally be due. Terminating employees should make arrangements with their supervisor concerning their final pay.

**Sec. 3.90 Bi-Weekly Payroll Processing.**

Employee status changes and salary adjustments are to be forwarded to the Human Resources Director for review and City Administrator's approval on the Wednesday before pay week.

Employees should have their signed timesheets completed and forwarded to their supervisor on or before their last day of work in each time period. Timesheets should be delivered to the Finance Department by 9 a.m. each Monday of each pay week.

The City may make payments for wages and reimbursable expenses by electronic funds transfer or similar means of direct deposit.

~~The City Clerk's Office will distribute pay stubs to department heads or their designees after 8 a.m. on each payday.~~

**Sec. 3.96 Employee Recognition.**

Department heads and supervisors have a duty to identify and recognize outstanding performance by employees. The Municipal Recognition Program is the procedure for the granting of awards. A copy of the Municipal Recognition Program is available from the Human Resources Department.

**Sec. 3.97 Payroll Deductions and Reductions.**

Generally, a difference exists between “gross earnings” and your “take-home pay” otherwise known as your “net earnings”. Two reasons account for that difference: deductions required by federal and state government, and voluntary deductions authorized by the employee. All such deductions are shown on your pay stub.

1. Automatic Deductions

- a) Federal and State withholding tax:  
Amounts withheld for taxes are based on your earnings, marital status and the number of exemptions claimed. Nebraska employees will complete a W-4 form known as the Employee's Withholding Exemption Certificate for both federal and state taxes. Federal and State tax deductions are done in accordance with law and the money deducted from your pay is remitted to the government as required.
- b) Social Security & Medicare (FICA – Federal Insurance Contribution Act):  
Each employee of the City, as required by law is to participate in this program. It is designed to provide retirement, disability, medical, and death benefits. Deductions are made at a rate established by law.

2. Other Required Deductions

- a) In some cases, additional required deductions may include court ordered wage garnishments, wage assignments, third party levies, and income-withholding orders (child or spousal support) levied against an employee's pay. Under the federal Child Support Enforcement Act of 1984, income-withholding orders for child support take priority over all other wage withholding orders.
- b) While it is not the intent of the City to become involved in the personal affairs of its employees, we are required to follow court ordered deductions from pay. The employee will be notified by the Finance Department upon receipt of the court order. The Finance Department is responsible for computing the dollar amount legally allowed to be withheld from the employee's check. Employees may need to complete a form indicating dependents.

3. “Dock in Pay” Deductions

- a) A dock in pay will occur when a request for leave time exceeds the leave balances available. Currently, when sick pay is requested, and no sick leave balance exists, the City will reduce vacation or compensatory time, if available. If vacation or compensatory pay is requested, and no leave is available, then a dock in pay may occur. As well, if sick pay is requested, and no other leave is available, a dock in pay may also occur.
- b) Non-Exempt Employees: Non-exempt employees are defined by the hours they work. Therefore, when all leave balances are exhausted the system will automatically create a dock in pay for the pay period in which the request exceeds the leave balance.
- c) Exempt Employees: Since exempt employees are not paid based on hours worked, there are certain rules pertaining to an institution’s ability to dock pay for use of leave above and beyond the balance available. For example, the City may make deductions when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability. Also, the City may make deductions from pay for absences of one or more full days occasioned by sickness or disability if the exempt employee has exhausted his or her leave allowance under other City leave plans, such as vacation and sick leave.
- d) The City prohibits improper pay deductions for exempt status employees leaves. To insure that exempt employees are not put in exempt status jeopardy because of an improper deduction for leave, an employee should notify the Human Resources Department if they believe an improper deduction for absence has been made. If the deduction is found to be improper, the City will reimburse the employee’s paycheck for the amount deducted.

4. Voluntary Deductions or Reductions

These deductions must be authorized by the employee, by completing and signing the appropriate form and bringing it into the Finance Department. These deductions remain in effect until the employee notifies the Human Resources Department or the Finance Department in writing of the change, or the Human Resources Department notifies the employee that a new enrollment is necessary.

Deductions may include a variety of approved contributions or payments.

Reductions include pension and deferred compensation contributions, flexible spending contributions, and health and dental premiums.

5. Deductions from Final Paycheck

Upon termination of employment for any reason all employees are required to return City materials, property and equipment issued to the employee and to pay the City any money the employee may owe the City. Otherwise, the City may withhold corresponding

amounts from the employee's final paycheck as authorized in the Acknowledgement Form to this handbook.

**CHAPTER FOUR**  
**HOURS OF WORK AND OVERTIME**

**Sec. 4.10 Hours of Work.**

Department heads shall establish working schedules to meet their special need, provided that no schedule with ~~eight-hour~~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 ~~Lieutenant~~Captains. All other hours are not considered hours worked for the purpose of calculating overtime. For Firefighters and ~~Lieutenant~~Captain the overtime rate is applied to all hours worked over 106 hours in a ~~14-day~~14-day work cycle. For Police Officers and Sergeants working ~~12-hour~~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~~24-hour holiday period (not applicable to Firefighters and ~~Lieutenant~~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	Golf Course Superintendent	
City Clerk	Human Resource Director	
City Engineer	Library Director	
Communications Director	Police Captain	
<del>Community Development Chief</del>	<del>Building and Code Official-Director</del>	Police
Chief		
Finance Director/City Treasurer	Public Property Director	
Fire Chief	Public Works Director	
<u>Park &amp; Recreation Director</u>		

Deductions from pay of exempt employees may be made for disciplinary suspensions of one or more full days imposed for violation of major safety rules or workplace conduct rules.

**Sec. 4.45 Volunteer Time.**

Volunteer time is any time spent working on a project or task which may be City-related but is entirely voluntary and not required by the department head nor directly related to their position with the City. Such time is not compensable, and any injuries or illnesses occurring during such volunteer time shall not be considered work-related for workers' compensation purposes. Work performed by an employee on a volunteer basis is not compensable.

**Sec. 4.50 Break Periods**

While there are no federal or state laws requiring a paid break period in addition to a lunch break, it is the policy of the City to provide employees with a paid rest period from their normal duties.

1. One ~~15-minute~~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~~four-hour period of work.

**Sec. 4.70 Disaster Policy.**

If Columbus should be struck by a tornado, flood, earthquake, severe wind storm, a major hazardous material incident, or other disaster, all regularly scheduled off duty employees are required to report to their work place, for regularly scheduled work shifts, in person if possible, otherwise by telephone, unless otherwise notified by a supervisor. If the employee is not needed, s/he will be released to go home. Persons suffering personal injury to themselves or members of their household or loss of property during the disaster are not normally expected to report to their work but should report to their supervisor or department head daily or as directed by management.

## CHAPTER FIVE

### LEAVE BENEFITS

#### Sec. 5.00 Vacation.

The vacation benefit is to provide all regular employees with a paid leave for personal use as recognition for past services.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using vacation hours ~~after completion of 12 months of employment~~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~~at six five (56) full years of continuous employment.
3. 160 hours paid vacation ~~after~~at fifteen (15) full years of continuous employment.

The vacation accrual rate for regular part-time employees who are designated as being on a 20-hour or more classification will have the same vacation accrual rate per hour worked as a regular full-time 40-hour employee with the same years of experience. For example:

A full-time ~~40-hour~~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 ~~Lieutenant~~Captains shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and ~~Lieutenant~~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 ~~can~~ 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 ~~upon the successful completion of their Introductory Period~~ 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:

<i>Years of Service With City</i>	<i>Annual vacation Accrual</i>	<i>Vacation Accrual Per Pay Period</i>	<i>Maximum Vacation Allowed In Employee's Vacation Bank</i>
<del>After completion of Introductory Period</del> Day 1-5 years	80 hrs.	3.08 hours per pay period	160 hrs.
After 5 <del>6</del> years-1 <del>5</del> 4 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~~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 ~~Lieutenant~~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.

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.

~~Employees will not be paid for sick leave during the first six consecutive months of qualified employment. However, benefits will be accumulating at the prorated rate from the date of employment if the months of employment are consecutive qualified employment.~~

Absence due to illness or injury must be reported to the department head or immediate supervisor as soon as possible. Failure to report the absence before the hour of duty may result in loss of sick leave pay. Absence due to illness or injury must be reported each day, unless the employee and department head have personally agreed to more extended periods of time. If an employee is absent without permission and is not in fact ill, the supervisor may cause a deduction in pay to be made from the employee's next paycheck for the number of hours absent from work.

Administration or department heads may request a physician's certification of illness from an employee for any sick leave, regardless of duration.

Abuse of sick leave benefits will result in disciplinary action and may be grounds for termination.

An employee may take sick leave: for illness of a member of the employee's immediate family, including dependents, that require the employee's personal care and attention in the judgment of the department head; enforced quarantine of the employee in accordance with community health regulations; a visit to a medical professional such as a doctor, dentist, or optometrist. Such appointments shall be scheduled in cooperation with the supervisor.

Sick leave benefits will not generally be paid for illnesses which occur during a scheduled vacation or scheduled days off. If an employee has an emergency inpatient hospitalization during a scheduled vacation the department head may grant the use of sick leave. If a holiday occurs during a period of illness the employee will receive holiday pay for that day in lieu of sick leave. Because of the unique holiday payment for Fire [Lieutenant](#)[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
Personal Holiday	One personal day off chosen by employee

Regular full-time employees are entitled to paid leave in observance of these holidays. These holidays are to be taken in whole day increments. The pay record and/or time sheet will be recorded as "holiday pay" and will be equal to the number of normally scheduled work hours for the employee's shift at the regular rate of pay. 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 ~~holiday time~~ religious leave one day a year to attend a religious observance of their faith. ~~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.~~

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 LieutenantCaptains, 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 LieutenantCaptains who receive regular rate of pay.

Except for Firefighters and LieutenantCaptains, 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**  
Aunts and Uncles  
Nieces and Nephews

**Spouse's**  
Brother and their spouse  
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.

Formatted: Indent: Left: 0.25", No bullets or numbering

- 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.

Formatted: Indent: Left: 0.5", No bullets or numbering

### 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.

#### 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~~-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. 6.60 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, ~~and the~~ Human Resources Director ~~or designee~~ 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 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 SIX**

### **PROBLEM SOLVING AND DISCIPLINE**

#### **Sec. 6.10 — Statement of Policy.**

~~The City of Columbus is interested in the establishment of good employee relation practices and the promotion of sound personnel management. Circumstances may arise, apart from disciplinary actions, which cause employee concern or dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their concerns without reprisal.~~

#### **Sec. 6.15 — Informal Procedure.**

~~In keeping with the philosophy that employee problems should be resolved at the lowest possible level with a minimum of paperwork, it shall be the City policy to encourage employees to informally take any job-related concern to their immediate supervisors. Supervisors shall listen with care to employees, shall attempt to understand their points of view and shall provide clear and timely responses to their concern. An employee remaining dissatisfied with a working condition, reprimand, or other aspect of employment not subject to the disciplinary appeal procedure, may then use the formal grievance procedure.~~

#### **Sec. 6.20 — Chain of Command.**

~~All requests from elected City officials requiring action by City personnel are to be channeled through the City Administrator.~~

#### **Sec. 6.25 — Formal Grievance Procedure.**

~~An employee may submit a written grievance to his or her immediate supervisor within seven calendar days after the cause of the grievance arises or becomes known to the employee. The grievance shall clearly state the basis for the complaint and the relief requested. The supervisor shall discuss the grievance with the employee as necessary and shall provide a written response within seven calendar days after receipt. An employee remaining dissatisfied may then submit the grievance to the next higher supervisor within seven calendar days following receipt of the initial response, and so on up to the City Administrator if necessary. Time limits shall be strictly enforced. Late submission of a grievance at any stage of the procedure shall bar its consideration. Similarly, if a supervisor below the level of the City Administrator should fail to provide a written response within seven calendar days after receipt of the grievance, the employee shall be allowed to take the grievance to the next higher supervisor.~~

Formatted: Subtitle

~~As the final authority for grievances the City Administrator shall conduct any necessary investigation and/or hearing. If the City Administrator determines that a hearing is necessary, the employee shall be afforded an opportunity to attend, to be represented by anyone of his or her choosing, and to present evidence and/or witnesses in his or her behalf. The City Administrator shall provide the final written response to a grievance within ten calendar days after receipt or, if a hearing is held, within ten calendar days following conclusion of the hearing.~~

~~In the event the grievance is made against the City Administrator, the Mayor or his/her designee shall perform the duties and act as final authority.~~

~~Sec. 6.30 — Reprimands.~~

~~A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct, and instruct the employee how to correct and avoid repeating a mistake, infraction, deficiency, or problem.~~

~~1. — Verbal Reprimand: Verbal reprimands shall be considered the normal means of correcting the actions of a subordinate and shall be used in cases of mistakes, inefficiency, or other factors which adversely affect an employee's ability to efficiently carry out his/her duties and responsibilities. Any supervisor may reprimand their subordinate at any time for cause and shall inform the employee specifically of the problem and shall give them counsel and assistance. A reasonable period of time for improvement may be allowed before initiating further action. Verbal reprimands will normally be given in a private session.~~

Formatted: Subtitle, No bullets or numbering

~~A written record of the date and reason(s) why a verbal reprimand was issued shall be given to the Human Resource Director.~~

Formatted: Subtitle

~~2. — Written Reprimand: In situations where a verbal reprimand has not resulted in the expected improvement or when more severe initial action is warranted, a supervisor may issue a written reprimand to the employee clearly stating the reasons for the reprimand and indicating what further action may be taken if the problem is not corrected. The employee will acknowledge receipts of the reprimand with their signature and may respond in writing stating the reasons why they feel the reprimand is unjust.~~

Formatted: Subtitle, No bullets or numbering

~~A copy of the reprimand, along with the employee's acknowledgment of receipt and any written response, will be placed in the employee's personnel file.~~

Formatted: Subtitle

~~3. — Appeals of Reprimands: Verbal or written reprimands may be appealed through the grievance procedure provided for in Section 6.25 of these rules.~~

Formatted: Subtitle, No bullets or numbering

~~Sec. 6.35 — Disciplinary Actions.~~

Formatted: Subtitle

~~Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, supervisors shall take prompt action, appropriate to the seriousness of the situation. Disciplinary action shall be divided into two classes as follows:~~

~~Class I—Loss of vacation, benefits, compensation or other privileges, except pension benefits.~~

Formatted: Subtitle, Indent: Left: 0"

~~Class II — Suspension, demotions, and termination.~~

~~Sec. 6.40 — Causes for Class I and Class II Disciplinary Action — Civil Service Employees.~~

Formatted: Subtitle

~~Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829; "The Civil Service Act shall only apply to full-time firefighters or full-time police officers of each municipality, including any paid full-time police or fire chief of such department."~~

~~Class I and Class II disciplinary actions may be applied to civil service employees for the following reasons:~~

Formatted: Subtitle, No bullets or numbering

- ~~1. — Incompetency, inefficiency, or inattention to or dereliction of duty.~~
- ~~2. — Dishonesty, prejudicial conduct, immoral conduct, insubordination of a lawful order, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, and willful failure on the part of the employee to properly conduct themselves, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act.~~
- ~~3. — Mental or physical unfitness for the position which the employee holds.~~
- ~~4. — Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of their position.~~
- ~~5. — Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of their position.~~
- ~~6. — Any other act or failure to act which, in the judgment of the Civil Service Commissioners, is sufficient to justify the offender to be an unsuitable and unfit person to be employed in the public service.~~

~~Sec. 6.45 — Causes for Class I and Class II Disciplinary Action — Non-Civil Service Employees.~~

Formatted: Subtitle

~~Class I and Class II disciplinary action (6.35) may be applied to non-civil service employees for any of the following reasons:~~

Formatted: Subtitle, No bullets or numbering

- ~~1. — The employee has been incompetent, negligent, or inefficient to such an extent that their job performance falls below a reasonable minimum standard.~~
- ~~2. — The employee has willfully violated any of the provisions of the City Code or of these rules; or has attempted to, or does commit any act or acts intended to nullify or mitigate any of the provisions thereof.~~
- ~~3. — The employee has been convicted and sentenced in any court of competent jurisdiction~~

~~for a felony or a crime involving moral turpitude under the laws of this state, or any other state, or of the United States, provided such conviction is deemed to be detrimental to the effective performance of the duties and responsibilities of the position.~~

~~4. The employee has been offensive or brutal in their treatment of public charges, fellow employees, or other persons.~~

~~5. The employee has some permanent or chronic physical or mental ailment or defect which incapacitates the employee from the proper performance of the employee's essential duties or which creates an undue risk to the employee or others.~~

~~6. The employee has violated any lawful official regulation or order or failed to obey any lawful and reasonable directions given by their superior when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or to result in loss or injury to the City or to the public.~~

~~7. The employee has been on duty or reported to duty while under the influence of intoxicating liquors or beverages, narcotic drugs not prescribed for their use by a licensed physician, or who had indulged in the use of the same while on duty.~~

~~8. The employee has taken for personal use a fee, gift, or other valuable thing in the course of the employee's work or in connection with it when such a fee, gift, or other valuable thing is given the employee by any person in the hope or expectation of receiving a favor or better treatment than accorded other persons.~~

~~9. The employee is careless or negligent of the property of the City, or steals, misplaces, or misuses equipment, materials, property, or any other thing of value belonging to the City.~~

~~10. The employee is engaged in outside employment or private business or in a trade or occupation in violation of Rule 7.40.~~

~~11. The employee has been guilty of using, threatening to use, or attempting to use political influence or to exert unethical pressure on any City employee or officer in securing promotion, transfer, leave of absence, increased pay, or other favors.~~

~~12. The employee has intentionally falsified time records or given false information on his application for employment. This falsification includes swapping of time and time not recorded properly.~~

~~13. The employee has been absent from duty without leave or contrary to department policies; or has failed to report after such a leave of absence has expired or within a reasonable time after such leave of absence has been revoked.~~

~~14. The employee has failed to call their superior according to department policy to let the superior know when the employee will be tardy or absent because of sickness or other causes so that it affects the efficient performance of the employee's duties or the morale of fellow employees.~~

~~15.—The employee has been habitually tardy or absent from duty without sufficient cause.~~

~~16.—The employee has claimed to be sick when physically fit for duty.~~

~~17.—The employee has participated in any political campaign or activity prohibited under Rule 7.60 of these rules and regulations.~~

~~18.—The employee has been antagonistic in their attitude toward their superiors or fellow employees, criticizing orders or rules issued and policies adopted by their superiors; or so conduct themselves to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.~~

~~19.—The employee used a City vehicle or equipment for personal use, or allowed unauthorized persons to ride in City vehicles, or used emergency or standby vehicles for transportation to and from residence other than when serving standby duty.~~

~~20.—The employee has engaged in the harassment or unfair treatment of any person because of political or religious opinions, or affiliations, or because of race, color, national origin, marital status, veteran status, age, sex, or physical disability.~~

~~21.—The employee has engaged in the unauthorized disclosure of official information.~~

~~22.—The employee has failed to observe rules relating to the health and safety of employees or of the rules relating to the direction of personnel in the department.~~

~~23.—The employee has committed acts detrimental to the good order, discipline, and repute of the City service.~~

~~24.—The employee has acted in a manner not aforementioned specified which tends to lower discipline or morale within the City service or adversely affects the rendering of prompt, courteous, and efficient service by the City and its employees to the public.~~

~~Sec. 6.50 — Procedure for Class I Disciplinary Action (Section 6.35).~~

Formatted: Subtitle

~~When a department head deems such action is necessary, appropriate, and in the best interest of City service, a department head may recommend to the City Administrator that an employee be subject to a Class I Disciplinary Action. The recommendation shall be in writing and shall contain the reasons why it is necessary for the department head to recommend disciplinary action, the type of, and recommended duration of the disciplinary action. The City Administrator, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the department head. In the case of those employees over which the City Administrator is not the appointing authority, the City Administrator shall forward both recommendations to the appropriate appointing authority. The appointing authority, after reviewing all the facts shall either approve, reject, or modify the recommendations of the City Administrator. After the appointing authority has taken the appropriate action, the employee shall be notified in writing of the disciplinary actions and the reasons therefore. The employee shall have the right to appeal any Class I disciplinary action to the appropriate appointing authority within ten (10) calendar days after such notification.~~

~~Sec. 6.55 — Procedure for Class II Disciplinary Action — Civil Service Employees (Section 6.35).~~

Formatted: Subtitle, No bullets or numbering

~~1. — No employee in the civil service who shall have been permanently appointed or inducted into the civil service shall be removed, suspended, demoted, or terminated except for cause, and then only upon the written accusation of the Police or Fire Chief, City Administrator, Mayor, or any citizen or taxpayer. The written accusation shall set forth the alleged misconduct, charges, or grounds for investigation against the employee.~~

~~2. — If the written accusation is made by a citizen or taxpayer, it shall be filed with the Mayor, or the City Administrator, or the Secretary of the Civil Service Commission who shall cause a copy of such written accusation to be delivered within 24 hours (excluding weekends and holidays) after the filing to the Police Chief or Fire Chief, and to the City Administrator if filed with the Mayor or the Commission Secretary.~~

~~3. — A temporary and immediate suspension may be affected when there is need to remove the employee from the work place promptly because of a possibility of violence, disruption of work, insubordination of a lawful order under the apparent influence of intoxicants or drugs, or for any other reason which requires prompt removal. A temporary and immediate suspension may be imposed by the City Administrator, department head, or immediate supervisor. A temporary and immediate suspension shall be with pay until such time as there is compliance with procedures established herein.~~

~~4. — The Police or Fire Chief shall, within 10 business days, investigate the alleged misconduct, charges, or grounds against the employee and explain the basis of the employer's evidence to the employee and provide the employee an opportunity to present their version of the circumstances which resulted in the filing of the written accusation. If the Chief's investigation reveals other misconduct or charges, the Chief shall file an additional written accusation to include the other misconduct, charges, or grounds in accordance with the above procedure. Upon completion of this procedure, the Police or Fire Chief shall recommend in writing to the City Administrator that the alleged misconduct, charges, or grounds set forth in the written accusation or accusations be deemed:~~

~~a) — To be without merit.~~

~~b) — To not warrant disciplinary action.~~

~~e) — To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay such as an oral or written reprimand.~~

~~d) — To warrant removal, demotion, termination, or suspension with or without pay.~~

~~5. — Within five working days after receiving the written recommendation of the Police or Fire Chief, the City Administrator shall decide to accept the recommendation of the Police or Fire Chief, or shall decide that alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation be deemed:~~

~~a) — To be without merit.~~

b) ~~To not warrant disciplinary action.~~

e) ~~To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay, such as an oral or written reprimand.~~

d) ~~To warrant removal, demotion, termination, or suspension with or without pay.~~

e) ~~To recommend stronger discipline.~~

~~The City Administrator shall forward a copy of the City Administrator's recommendation with the Chief's recommendation to the Mayor.~~

Formatted: Subtitle

~~6. Within five working days after receiving the written recommendation of the City Administrator and the Chief, the Mayor shall decide to accept the recommendation of the City Administrator and/or Police or Fire Chief, or shall decide that the alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation be deemed:~~

Formatted: Subtitle, No bullets or numbering

a) ~~To be without merit.~~

b) ~~To not warrant disciplinary action.~~

e) ~~To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay such as an oral or written reprimand.~~

d) ~~To warrant removal, demotion, termination, or suspension with or without pay.~~

e) ~~To recommend stronger discipline.~~

~~The Mayor shall, within 21 working days of having received the City Administrator's statement, submit his decision to the City Council for its approval. After approval of the City Council, the Mayor shall cause a copy of such decision to be filed, within 24 hours after the action of the City Council, with the Secretary of the Civil Service Commission, the Police or Fire Chief, and employee, personally or by certified mail, addressed to the employee at the residence address of the employee shown in the personnel records. The Secretary of the Commission shall cause a return showing such delivery or mailing to be executed and filed in the Secretary's office.~~

Formatted: Subtitle

~~7. In the event the Police or Fire Chief is being disciplined, the City Administrator or Mayor shall follow the same procedures as are followed by the Police or Fire Chief in disciplining employees under this procedure.~~

Formatted: Subtitle, No bullets or numbering

~~8. Any employee so removed, suspended, demoted, or terminated may, within ten calendar days after receiving written notice of the Mayor's decision, file a written demand for an investigation and a hearing by the Civil Service Commission. The employee shall file the request for the hearing with the secretary of the Commission and simultaneously send a copy of the request to the City Administrator and Mayor. The failure to file such a request with the secretary of the Commission within ten calendar days of receipt of notice of the action by~~

~~the Mayor, shall constitute a waiver of the employee's right to review by the Civil Service Commission, and the Mayor's decision shall become final.~~

~~9. Within five calendar days of receipt of the employee's notice of appeal, the City Administrator shall cause to be mailed or delivered the following notice to the employee and secretary of the Civil Service Commission:~~

~~a) A statement of the charge(s).~~

~~b) The names of the witnesses who will be called on behalf of the Mayor and general statement of the nature of their testimony.~~

~~c) Copies of the documents to be introduced.~~

~~10. Within five calendar days of the filing of the written demand for an investigation and a hearing by the Commission, the employee shall mail or deliver the following to the City Administrator and Commission:~~

~~a) A response to the statement of the charge(s).~~

~~b) The names of the witnesses who will be called on behalf of the employee and a general statement of the nature of their testimony.~~

~~c) Copies of the documents to be introduced.~~

~~11. Upon receipt of a written demand, the Commission shall conduct an investigation. The Commission may be represented in such investigation and a hearing by the City Attorney if authorized by the Mayor. If the City Attorney does not represent the Commission, the Commission may be represented by special counsel appointed by the Commission for any such investigation and hearing.~~

~~The investigation shall consist solely of a review of the written submissions of the Mayor and employee to determine whether any individuals or documents should be subpoenaed by the Commission for the subsequent public hearing before the Commission ultimately to determine whether the Mayor acted in good faith for cause. Good faith for cause shall mean that the action was not arbitrary or capricious and was not made for political or religious reasons.~~

~~12. The Commission shall schedule a hearing no less than ten, nor more than twenty, calendar days from the date of filing of the employee's written demand for an investigation. The Commission shall notify the City Administrator, the Mayor, and the employee, in writing, at least ten calendar days prior to the date of the hearing, of the date, time, and place of the hearing.~~

~~13. The Commission may affirm the action taken by the Mayor if such action is supported by a preponderance of the evidence. If the Commission finds that the removal, suspension, demotion, or termination was made for political or religious reasons, or for unjust cause, it shall order the immediate reinstatement or reemployment of such employee in the position or employment from which such employee was removed, suspended, demoted, or terminated,~~

Formatted: Subtitle

Formatted: Subtitle, No bullets or numbering

~~which reinstatement shall, if the Commission in its discretion so provides, be retroactive and entitle such person to compensation and restoration of benefits and privileges from the time of such removal, suspension, demotion or termination.~~

~~14. After the hearing, in lieu of affirming the removal, suspension, demotion, or termination, the Commission may modify the order of removal, suspension, demotion, or termination by directing a suspension, with or without pay, for a given period and the subsequent restoration to duty or demotion in position or pay. No later than ten calendar days after the hearing the Commission shall certify its findings in writing to the employee, City Administrator, and Mayor who shall enforce them.~~

~~Sec. 6.60 Procedure for Class II Disciplinary Action Non-Civil Service Employees (Section 6.35).~~

Formatted: Subtitle

~~No employee in the City service who shall have been permanently appointed or inducted into City service shall be removed, suspended, demoted, or terminated, except upon the written accusation of their department head, City Administrator, any citizen, or taxpayer.~~

~~1. Suspensions of Two Days or Less.~~

Formatted: Subtitle, No bullets or numbering

~~A department head, or the City Administrator, may suspend, without pay, any employee (other than one covered by Civil Service) for two days or less for cause, refer to 6.45. Prior to imposing the suspension, the department head shall meet with the employee to discuss the proposed action.~~

Formatted: Subtitle

~~2. Temporary and Immediate Suspension.~~

Formatted: Subtitle, No bullets or numbering

~~A temporary and immediate suspension may be affected when there is need to remove the employee from the work place promptly because of a possibility of violence, disruption of work, insubordination, damage to property or persons, or if any employee is under the apparent influence of intoxicants or drugs, or for any other reason which requires prompt removal. A temporary and immediate suspension may be imposed by the City Administrator, department head, or immediate supervisor. A temporary and immediate suspension shall be with pay until such time as there is compliance with procedures established herein.~~

Formatted: Subtitle

~~3. Suspension of More than Two Days and Demotions.~~

Formatted: Subtitle, No bullets or numbering

~~When a department head deems such action is necessary, appropriate, and in the best interest of the City service, a department head may recommend to the City Administrator an employee be suspended or demoted. The recommendation shall be in writing and shall contain the reasons why it is necessary for the department head to recommend suspension or demotion, and the type, plus the recommended duration of the suspension or demotion. The City Administrator, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the department head. In the case of those employees over which the City Administrator is not the appointing authority, the City Administrator will forward both the City Administrator's and the department head's recommendations to the appropriate appointing authority. The appointing authority, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the City Administrator. After the~~

Formatted: Subtitle

~~appointing authority has taken the appropriate action, the employee shall be notified in writing of the disciplinary actions and the reasons therefore. An employee may be suspended or demoted with or without pay for:~~

~~a) A reasonable period of time, not to exceed 30 days when alternative personnel actions (demotions, dismissal, etc.) may not be warranted, appropriate, or deemed in the best interest of the City service.~~

Formatted: Subtitle, No bullets or numbering

~~b) An indefinite period pending the investigation of charges leading to possible termination or where the employee is charged with and awaiting trial for a criminal offense. An employee may use a combination of up to 80 hours of accrued vacation or compensatory time per the approval of the City Administrator.~~

#### ~~4. Dismissal.~~

~~Dismissal is the removal from the City service of a City employee. Either department heads or the appointing authority may initiate dismissals.~~

Formatted: Subtitle

~~A City employee may be dismissed when alternative personnel actions, (i.e. verbal warning, written reprimand, demotion, or suspension) would not be considered sufficient or in the best interest of the City. All recommendations by department heads for dismissals shall be submitted to the City Administrator, who in turn will forward them, with the City Administrator's recommendation, to the appropriate appointing authority. All dismissals shall be made by the appointing authority who may modify a dismissal recommendation and impose an alternative disciplinary action other than a dismissal. The employee shall be given a written notice, at least one calendar week in advance, of the proposed effective date of the dismissal. The notice of dismissal shall contain the reasons, statement on employee's rights, including the right to answer all charges in writing, and the right to a hearing.~~

#### ~~5. Appeals.~~

Formatted: Subtitle, No bullets or numbering

~~Any employee suspended, demoted, or terminated may, within ten calendar days after such action or after receiving written notice of such proposed action, request in writing, a hearing by the appointing authority.~~

Formatted: Subtitle

~~If the employee fails to respond within ten calendar days, the proposed action shall be effective on the date specified with no need for further action. If the employee requests a hearing, the appointing authority shall promptly set a date and time for the hearing and give the employee reasonable written notice. The employee shall be informed in the written notice of the employee's rights at such hearing, including the right to be represented. The appointing authority may conduct the hearing personally or may appoint a hearing officer for this purpose.~~

~~The hearing afforded by this section shall be informal in nature. The rules of evidence shall not apply. At the hearing, the appointing authority may consider and give such weight as he or she deems appropriate to written statements and reports which are offered in evidence, whether such statements are sworn or unsworn. The persons giving the statements need not be called as witnesses at the hearing unless otherwise ordered by appointing authority or the~~

~~designated hearing officer. The appointing authority may permit, prohibit, or limit cross-examination of witnesses as he or she determines appropriate in his or her sole discretion, or may require that questions be put to witnesses through the hearing officer. There shall be no prehearing discovery unless the appointing authority or designated hearing officer determines in his or her sole discretion that good cause exists for permitting limited discovery. The employee shall be permitted to appear at the hearing and give testimony concerning the reasons given for the possible termination of his or her employment. The employee shall also have the right to be represented at the hearing.~~

~~After such hearing, the appointing authority shall carefully consider all evidence presented at the hearing before making a final decision and may reverse, modify, or confirm any disciplinary action taken or proposed. The employee will be informed in writing of such decision.~~

~~Sec. 6.87 — Performance Appraisals.~~

~~It is the policy of the City that the job performance of each employee should be evaluated periodically by the employee's supervisor. However, it is the responsibility of the employee to speak up and request such appraisal from the supervisor if it is delayed at all. If prompt action is not taken by the supervisor, the employee is responsible to promptly request from their department head that the appraisal be completed.~~

- ~~1. Supervisors should complete performance appraisals upon the following types of occasions:~~
- ~~a) Prior to the annual salary review or on the anniversary date of employment.~~
- ~~b) Requiring terminating supervisor to do evaluations of all employees whose evaluations are due within 90 days.~~

~~If a performance appraisal has been completed within one month prior to one of the above occasions, a new appraisal need not be completed, except in cases involving discipline or termination. Between scheduled appraisals, supervisors should discuss with employees, on an informal basis, any performance issues (negative or exemplary) which warrant attention and should keep records of any significant incidents. Employees should retain a copy of all appraisals for appropriate later review.~~

- ~~2. Supervisors, in evaluating employees, should consider such factors as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.~~

- ~~3. Supervisors, in completing evaluations, should prepare a written appraisal of each employee's job performance, using a City Administrator approved form. Such an appraisal should include the supervisor's comments, recommendations, and performance goals for the next evaluation period. In an atypical evaluation, an alternate type of appraisal form may be~~

Formatted: Subtitle, No bullets or numbering

Formatted: Subtitle, Indent: Left: 0"

Formatted: Subtitle, No bullets or numbering

more appropriate.

4. Department heads should review each supervisor's written evaluation to help assure the evaluation function has been properly completed in as fair and objective a manner as possible.

5. After the written evaluation has been reviewed by the department head, the supervisor and employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to the department head for review and approval. The form will then be forwarded to the Human Resources Director who reviews the appraisal form with the City Administrator before placing it in the employee's personnel file.

6. Employees, who have added written comments to their performance appraisal, but feel an additional communication is necessary, may request an interview with their department head or the Human Resources Director or implement the grievance procedure.

7. Information derived from the performance appraisal may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.

8. The procedures discussed in this policy are only guidelines. The City may unilaterally modify or revoke them in whole or in part from time to time. Accordingly, these procedures are not a promise or contract, express or implied, that they will be used in every instance.

The Human Resources Director shall then review the performance appraisal form and transmit it, with the appropriate comments, to the City Administrator for whatever action may be deemed necessary.

Formatted: Subtitle, Indent: Left: 0"

Should the employee receive an unsatisfactory performance rating, any pay increases the employee may be eligible to receive will be withheld until the employee receives a satisfactory performance rating, the employee will be reviewed again within three months. Any pay increase will only become effective after a satisfactory performance appraisal.

## CHAPTER SEVEN

### EMPLOYEE RESPONSIBILITIES AND CONDUCT

#### **Sec. 7.10 Behavior of Employees.**

It is the policy of the City that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the City and for the benefit and safety of all employees. Conduct which interferes with operations, discredits the City, or is offensive to customers or fellow employees will not be tolerated.

1. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the City. Such conduct includes:
  - a) Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time.
  - b) Giving proper advance notice whenever unable to work or report on time.
  - c) Complying with all City safety and security regulations.
  - d) Wearing clothing appropriate for the work being performed.
  - e) Maintaining work place and work area cleanliness and orderliness.
  - f) Treating all citizens and fellow employees in a courteous manner.
  - g) Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests.
  - h) Performing assigned tasks efficiently and in accord with established quality standards.
  - i) Reporting to department heads, or in those cases where a department head is involved, to the Human Resources Director or City Administrator any suspicious, unethical, or illegal conduct by fellow employees, suppliers, or contracting organizations.
  - j) Treating their supervisors with respect and carrying out instructions to the best of their ability without delay or quarrel.
2. The following conduct is prohibited and will normally subject the individual involved to disciplinary action, up to and including termination.
  - a) Reporting to work with alcohol on their breath or under the influence of alcoholic beverages and/or illegal drugs and narcotics, or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on City premises unless such possession is a necessary part of the job assignment.

- b) Use of profanity or abusive language.
- c) Possession of firearms or other weapons on City property unless authorized by the City Administrator or department head.
- d) Insubordination of a lawful order or the refusal by an employee to follow management's instructions concerning a job-related matter.
- e) Physical assault on a fellow employee or citizen.
- f) Theft, intentional destruction, defacement, or misuse of City property or resources or of another employee's property.
- g) Gambling on City property.
- h) Falsifying or altering any City record or report, such as an application for employment, a medical report, a production record, a time record, an expense account, an absentee report, or shipping and receiving records.
- i) Threatening or intimidating management, supervisors, security personnel, or fellow workers.
- j) Use of tobacco products, if prohibited by local ordinance or City rules.
- k) Horseplay, pranks, or practical jokes of a malicious nature.
- l) Unauthorized sleeping on the job.
- m) Failure to wear assigned safety equipment or failure to abide by safety rules and policies.
- n) Improper attire or inappropriate personal appearance.
- o) Engaging in any form of harassment.
- p) Violation of City policies on solicitation or distribution.
- q) Improper disclosure of confidential information.

3. The examples in part (2) of 7.10 are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing. Any questions in connection with this policy should be directed to your supervisor or the Human Resources Director.

**Sec. 7.20 City Property.**

Employees shall be responsible for the proper care and use of all City property entrusted or available to them. Employees damaging or losing City property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the City for such damage or loss. City equipment, keys, materials, and supplies shall not be used for private purposes and shall not be

removed from authorized locations without proper supervisory approval. Employees leaving the City service shall return any tools, uniforms, or other City property issued to them before receiving their final pay.

**Sec. 7.25 Absenteeism.**

1. Unnecessary absences should be absolutely avoided. Employees are hired because they are needed to carry out the department workload, so unexpected and unnecessary absences disrupt the normal work routine. Often, other department employees will have to carry your workload in your absence.
2. Any absence, for any reason, should be reported immediately to the supervisor or the department head and the following information reported:
  - a) Specific reason for absence.
  - b) Expected time or date of return.
  - c) Always report any change in the time of return to the department head or supervisor.
3. Absence due to illness or injury must be reported each day, unless the employee and department head or immediate supervisor have personally agreed to a more extended period of time.
4. Chronic absenteeism will result in disciplinary action, including possible termination.

**Sec. 7.30 Assigned Vehicles.**

The City Administrator may assign City vehicles to department heads, and certain other employees for use during normal duty hours and for transportation between home and work. Such vehicles shall otherwise be used only for official purposes as determined by the City Administrator.

**Sec. 7.40 Secondary Employment.**

Employees may engage in outside employment which does not involve the use of City time, equipment, supplies, uniforms (in whole or part) and which does not create a conflict of interest with their City position, or which does not so fatigue the employee that it adversely affects their job performance. Before engaging in such employment, the employee shall notify their department head and annually thereafter on their anniversary date. The first such notification, which shall be in writing, shall include the place of employment, phone number of employer, a brief job description, hours of employment, and such additional information the department head may require. Annually thereafter, the disclosure is to be written into the annual employee appraisal form.

If the department head believes any present or proposed outside employment violates Section 7.70, the department head may, after consultation with the City Administrator, require the employee to modify, not accept, or terminate such employment.

**Sec. 7.45 Private Business Activities.**

Employees shall not engage in private business activities during their scheduled working hours and shall not use City property or facilities for such activities.

**Sec. 7.50 Workplace Violence.**

The City is concerned about the increased levels of violence prevalent in our society and has taken affirmative steps to prevent incidents of violence from occurring in the workplace. All acts or threats of violence by any City employee against any other employee, client, contractor, vendor or visitor, on or off City property, is strictly prohibited. Violation of this policy can lead to disciplinary action, up to and including immediate termination.

If you observe or are aware of any workplace violence, threats of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, or other suspicious activity or incidents that have or could lead to violence in the workplace, you shall immediately bring the incident to the attention of your supervisor. If that is not feasible, would prove to be uncomfortable, or you are not satisfied with your supervisor's handling of the complaint, bring the matter to the attention of the department head. If none of these alternatives are feasible or do not address the problem, contact the Human Resources Director or City Administrator.

The City will promptly investigate all reports of actual or threatened workplace violence in as confidential of a manner as possible and take appropriate corrective action if warranted.

Under no circumstances will a department head or supervisor be allowed to intimidate or retaliate against an employee for making a report under this policy.

**Sec. 7.55 Weapon-Free Workplace Policy.**

To ensure that the City maintains a workplace safe and free of violence for all employees and visitors, the City prohibits the possession or use of Dangerous Weapons on City Property or while performing City business except for sworn officers. A license or permit to carry or possess any weapon does not supersede City policy.

"City Property" is defined to include all City-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, green spaces and parking lots under the City's ownership or control. It also includes all City-owned or leased vehicles and all vehicles that come onto City Property.

"Dangerous Weapons" includes, but is not limited to, firearms, explosives, knives (other than those used to perform your duties at the City), swords and other weapons or objects that might be considered dangerous by the City or that are capable of being used to inflict severe bodily injury upon another. Employees are responsible for making sure that any item possessed by the employee is not a Dangerous Weapon.

**Because employees do not have a reasonable expectation of privacy with respect to their work at the City, the City reserves the right to monitor City Property and those present on City**

**Property at any time.** This includes the right to conduct reasonable searches of all City Property, and all vehicles including such things as packages, containers, briefcases, purses, coats, bags, lockers, desks, computers, cell phones and enclosures present on City Property as well as persons entering upon City Property. As a condition of employment and as a condition for entering upon City Property, all employees and visitors are required to promptly submit to a reasonable search upon request as provided in this policy.

Any employee who violates this policy is subject to disciplinary action, up to and including termination. Any visitor who violates this policy will be denied access to the City Property.

**Sec. 7.60 Political Activity.**

Employees are free to vote and support candidates for public office as they may desire; provided they do not engage in political activities during their working hours or use City property to do so, City uniforms or facilities for such activities. All non-City political campaign buttons shall not be worn while an employee is on duty. No supervisor or other person in authority shall require an employee to support a candidate or political activity.

**Sec. 7.70 Conflicts of Interest.**

No employee shall engage in any activity or enterprise which conflicts or creates the appearance of conflicting with the employee's City duties or with the duties, function, or responsibilities of the City. The City Administrator or the Human Resources Director may prohibit particular activities which would create conflicts of interest in their specific organizational environments. Employees shall be encouraged to seek advance determinations regarding possible conflict of interest situations. The following employee activities shall generally constitute conflicts of interest and may in some cases also be criminal acts:

- ~~1. Engaging in any activity or enterprise involving the use of City time, facilities, equipment, materials, supplies, badge or other identification other than for City purposes.~~
- ~~2. Receiving or accepting money or other consideration from any person or entity other than the City for the performance of any service which the employee of the City would normally be required or expected to render or for preferential or favorable treatment in relation to others.~~
- ~~3. Having a direct financial interest in any contract with the City or a direct financial interest in the provision of equipment, materials, supplies, or services to the City, except as may be disclosed to and approved by the Mayor and City Council.~~
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.

Bloggng 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 cancel 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	77
Absence Without Leave	4, 43
Absenteeism	60
Accident Cost	84
Accident Report	95
Accident Reporting	88
Accommodating the Disabled	16
Address Change	69
Administrative Leave	34
Adoption of the Manual	3
Age	14, 17
AIDS	96
Alcohol Policy	69
Amendment of the Manual	3
Appeals	4
Applicant	4
Appointing Authority	4
Appointment	4
Appraisal	76
Assigned Vehicles	60, 79
Availability of the Manual	3
Bankruptcy	73
Behavior of Employees	58
Benefits	20
Bloggng	66
Bloodborne Pathogen	95
Breaks	21, 28
Bulletin Boards	63
Cell Phones	68
Chain of Command	4
City Administrator, Role of	7
City Council, Role of	7
City Property	59
Civil Service Employee	4
Compassionate Leave	43
Compensatory Leave	4
Compensatory Time	27
Competitive Selection	12
Conflicts of Interest	62
Counseling, Employee	5
Coverage of the Manual	1
Definitions	4
Demotion	4, 12
Pay Rates in	20
Department Head	4, 82
Responsibility of	82

Department Head, Role of	9
Development, Employee	5
Disability Leave	
Following Separation for Disability	75
Service Connected	34
Disaster Policy	29
Disciplinary Action	5
Discrimination Complaints	16
Dismissal	5
Disqualification	14
Driving Rules	86
Drug and Alcohol Policy	69
Educational Refund Plan	11
Election Work	35
Email	64
Emergency Call Back	27
Employee	5, 83
Conduct	58
Full-Time	5
Part-Time	5
Personal Finances	73
Responsibilities	58
Role of	83
Temporary	5
Training	89
Employee Counseling	5
Employee Development	5
Employee Evaluation	5
Employee Improvement	6
Employee Orientation	17
Employee Recognition	23
Employee Responsibilities And Conduct	58
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	79
Meal	80
Receipts	81
Transportation	79
Expense Reimbursement	79
Expense Reports	81
Facebook	66
Family and Friends in the Workplace	62
Functions of the Human Resources Department	8
Fund Drives	63
Funeral Leave (Compassionate Leave)	43
Grievance	6

<u>Harassment</u>	<u>74</u>
<u>Hard Hats</u>	<u>89</u>
<u>Hazardous Communications</u>	<u>94</u>
<u>Hepatitis</u>	<u>95</u>
<u>Hepatitis Vaccination</u>	<u>96</u>
<u>Hire Date</u>	<u>6</u>
<u>Holiday Leave</u>	<u>36</u>
<u>Hostile Work Environment</u>	<u>74</u>
<u>Hours of Work</u>	<u>26</u>
<u>Human Resources Department</u>	
<u>Functions of</u>	<u>8</u>
<u>Human Resources Director</u>	<u>8</u>
<u>Immediate Family</u>	<u>6</u>
<u>Improvement, Employee</u>	<u>6</u>
<u>Incident Report</u>	<u>95</u>
<u>Incident Reports</u>	<u>84</u>
<u>Insurance Premiums</u>	<u>21</u>
<u>Inter-Departmental Transfer</u>	<u>13</u>
<u>Internet</u>	<u>65</u>
<u>Internet Usage</u>	<u>65</u>
<u>Introductory Period</u>	<u>6, 18</u>
<u>Job Description</u>	<u>6</u>
<u>Job Title</u>	<u>6</u>
<u>Jury Duty/Witness Leave</u>	<u>35</u>
<u>Ladders</u>	<u>92</u>
<u>Lateral Transfer</u>	<u>13</u>
<u>Lay-off</u>	<u>6, 76</u>
<u>Leave</u>	<u>6</u>
<u>Absence Without</u>	<u>43</u>
<u>Absence Without Pay</u>	<u>37</u>
<u>Administrative</u>	<u>34</u>
<u>Compassionate</u>	<u>43</u>
<u>Continued Employment</u>	<u>43</u>
<u>Election Work</u>	<u>35</u>
<u>Holiday</u>	<u>36</u>
<u>Jury Duty/Witness</u>	<u>35</u>
<u>of Absence</u>	<u>38</u>
<u>Sick</u>	<u>32</u>
<u>Vacation</u>	<u>30</u>
<u>Voting Time</u>	<u>35</u>
<u>Workers' Compensation</u>	<u>35</u>
<u>Leave of Absence</u>	<u>38</u>
<u>Leave of Absence Without Pay</u>	<u>37</u>
<u>Family Medical Leave</u>	<u>38</u>
<u>Literature Distribution</u>	<u>63</u>
<u>Lockers</u>	<u>68</u>
<u>Lodging</u>	<u>79</u>
<u>Management Responsibilities</u>	<u>7, 9</u>
<u>Marital Status Change</u>	<u>69</u>
<u>Mayor, Role of</u>	<u>7</u>
<u>Meal Expense</u>	<u>80</u>

<u>Merit Proficiency Date</u>	<u>6</u>
<u>Merit/Periodic Pay Increases</u>	<u>6</u>
<u>Military Leave, Reserve</u>	<u>6</u>
<u>Minimum Age</u>	<u>17</u>
<u>Narcotics</u>	<u>58, 69, 73</u>
<u>Noncompetitive Selection</u>	<u>12</u>
<u>Office Safety</u>	<u>91</u>
<u>Offices, Use of</u>	<u>68</u>
<u>On-Call Duty</u>	<u>27</u>
<u>Orientation, Employee</u>	<u>17</u>
<u>Outside Employment</u>	<u>60</u>
<u>Overtime</u>	<u>7, 26</u>
<u>Hours Worked</u>	<u>26</u>
<u>Pager Usage</u>	<u>27</u>
<u>Pay Grades</u>	<u>19</u>
<u>Pay Increases, Periodic</u>	<u>20</u>
<u>Pay Periods</u>	<u>22</u>
<u>Pay Plan</u>	<u>19</u>
<u>Paying Insurance Premiums</u>	<u>21</u>
<u>Payroll Deductions and Reductions</u>	<u>23</u>
<u>Personal Finances, Employee</u>	<u>73</u>
<u>Personnel Records</u>	<u>9</u>
<u>Political Activity</u>	<u>62</u>
<u>Private Business Activities</u>	<u>61</u>
<u>Productive Work Environment</u>	<u>69</u>
<u>Promotion</u>	<u>7, 12, 19</u>
<u>Purpose of the Manual</u>	<u>1</u>
<u>Reasonable Accommodation</u>	<u>16</u>
<u>Receipts for Expenses</u>	<u>81</u>
<u>Reclassification</u>	<u>7, 20</u>
<u>Recruitment</u>	<u>17</u>
<u>Reduction in Force Policy</u>	<u>76</u>
<u>Re-employment</u>	<u>77</u>
<u>Reference Checks</u>	<u>9</u>
<u>Regular Appointments</u>	<u>15</u>
<u>Reinstatement</u>	<u>77</u>
<u>Relatives, Employment of</u>	<u>15</u>
<u>Reporting Accidents</u>	<u>88</u>
<u>Reprimand</u>	<u>7</u>
<u>Resignation</u>	<u>75</u>
<u>Retirement</u>	<u>77</u>
<u>Risk Management</u>	<u>82</u>
<u>Risk Manager</u>	<u>82</u>
<u>Role of City Council</u>	<u>7</u>
<u>Role of Department Head</u>	<u>9</u>
<u>Role of Employee</u>	<u>83</u>
<u>Role of Mayor</u>	<u>7</u>
<u>Role of Supervisors</u>	<u>82</u>
<u>Role of the City Administrator</u>	<u>7</u>
<u>Salary Survey</u>	<u>19</u>
<u>Scaffolding</u>	<u>93</u>

Secondary Employment	60
Selection Process	12
Seniority	7
Separation	74
Sexual Harassment	74
Shift Differential	27
Sick Leave	7, 22, 32
Bank	33
Sick Leave Bank	33
Smoking Restriction	69
Social Media	66
Authorized	67
Personal/Non-City	67
Social Networking	66
Solicitation	62
Starting Pay	19
Status, Change of	69
Supervisor	7
Supervisors	82
Role of	82
Supplemental Personnel Regulations	3
Suspension	7
Temporary Appointments	15
Temporary Positions	13
Tobacco Use	69
Training	89
Transfer	7
Transportation	79
Travel Time	26
Twitter	66
Appointment	15
Undue Hardship	14, 16
Vacancy Announcements	13
Vacation	22
Vacation Leave	30
Verbal Abuse	74
Demotion	12
Voluntary Demotion	12
Volunteer Time	28
Voting Time	35
Weapon-Free Workplace	61
Witness Leave	35
Work Day or Work Period	7
Worked Hours (Overtime)	26
Workers' Compensation	35
Workplace Violence	61
Ability to Perform Essential Duties	77
Absence Without Leave	4, 43
Absenteeism	59

Accident Cost	84
Accident Report	95
Accident Reporting	88
Accommodating the Disabled	17
Address Change	68
Administrative Leave	35
Adoption of the Manual	3
Age	15, 18
AIDS	96
Alcohol Policy	68
Amendment of the Manual	3
Anniversary Date	55
Appeals	4, 46, 54
Applicant	4
Appointing Authority	4
Appointment	4
Appraisal	76
Appraisals	55
Assigned Vehicles	49, 59, 80
Availability of the Manual	3
Bankruptcy	73
Behavior of Employees	57
Benefits	21
Blogging	65
Bloodborne Pathogen	95
Breaks	22, 29
Bulletin Boards	62, 63
Cell Phones	67
Chain of Command	4, 45
City Administrator, Role of	8
City Council, Role of	8
City Property	58
Civil Service Employee	4, 47
Compassionate Leave	44
Compensatory Leave	4
Compensatory Time	28
Competitive Selection	13
Conflicts of Interest	61
Counseling, Employee	5
Coverage of the Manual	1
Definitions	4
Demotion	5, 13
Pay Rates in	21
Department Head	5, 82
Responsibility of	82
Department Head, Role of	9
Development, Employee	6
Disability Leave	
Following Separation for Disability	75
Service Connected	35
Disaster Policy	29

Disciplinary Action	5
Causes For (Civil Service Employees)	47
Causes for (Non Civil Service Employees)	47
Procedure for Class I	49
Procedure for Class II (Civil Service Employees)	50
Procedures for Class II (Non Civil Service Employees)	53
Disciplinary Actions	46
Discrimination Complaints	17
Dismissal	5, 54
Disqualification	15
Driving Rules	86
Drug and Alcohol Policy	68
Educational Refund Plan	11
Election Work	36
Email	63
Emergency Call Back	28
Employee	5, 83
Conduct	57
Full Time	5
Part Time	5
Personal Finances	72
Responsibilities	57
Role of	83
Temporary	5
Training	89
Employee Counseling	5
Employee Development	6
Employee Evaluation	6
Employee Improvement	6
Employee Orientation	18
Employee Recognition	24
Employee Responsibilities And Conduct	57
Employer Employee Relations, Code of	10
Employment at Will	3
Employment of Relatives	16
Equal Employment Opportunity	17
Examination	6
Exempt Employees	25, 29
Expense	
Lodging	79
Meal	80
Receipts	81
Transportation	79
Expense Reimbursement	79
Expense Reports	81
Facebook	65
Family and Friends in the Workplace	61
Formal Grievance Procedure	45
Functions of the Human Resources Department	8
Fund Drives	62
Funeral Leave (Compassionate Leave)	44

Grievance	6, 45
Harassment	73
Hard Hats	89
Hazardous Communications	94
Hepatitis	95
Hepatitis Vaccination	96
Hire Date	6
Holiday Leave	37
Hostile Work Environment	73
Hours of Work	27
Human Resources Department	
Functions of	8
Human Resources Director	9
Immediate Family	6
Improvement, Employee	6
Incident Report	95
Incident Reports	84
Informal Problem Solving Procedure	45
Insurance Premiums	22
Inter-Departmental Transfer	14
Internet	64
Internet Usage	64
Introductory Period	6, 19
Job Description	6
Job Title	6
Jury Duty/Witness Leave	36
Ladders	92
Lateral Transfer	14
Lay off	6, 76
Leave	6
Absence Without	43
Absence Without Pay	38
Administrative	35
Compassionate	44
Continued Employment	44
Election Work	36
Holiday	37
Jury Duty/Witness	36
of Absence	39
Sick	33
Vacation	31
Voting Time	36
Workers' Compensation	36
Leave of Absence	39
Leave of Absence Without Pay	38
Family Medical Leave	39
Literature Distribution	62
Lockers	68
Lodging	79
Management Responsibilities	8, 10
Marital Status Change	68

Mayor, Role of	8
Meal Expense	80
Merit Proficiency Date	7
Merit/Periodic Pay Increases	6
Military Leave, Reserve	7
Minimum Age	18
Narcotics	47, 57, 58, 69, 72
Noncompetitive Selection	13
Office Safety	91
Offices, Use of	68
On-Call Duty	28
Orientation, Employee	18
Outside Employment	59
Overtime	7, 27
Hours Worked	27
Pager Usage	28
Pay Grades	20
Pay Increases, Periodic	21
Pay Periods	23
Pay Plan	20
Paying Insurance Premiums	22
Payroll Deductions and Reductions	24
Performance Appraisals	55
Personal Finances, Employee	72
Personnel Records	9
Political Activity	61
Private Business Activities	60
Problem Solving And Discipline	45
Productive Work Environment	68
Promotion	7, 13, 20
Purpose of the Manual	1
Reasonable Accommodation	17
Receipts for Expenses	81
Reclassification	7, 21
Recruitment	18
Reduction in Force Policy	76
Re-employment	77
Reference Checks	9
Regular Appointments	16
Reinstatement	77
Relatives, Employment of	16
Reporting Accidents	88
Reprimand	7, 46
Appeals of	46
Resignation	75
Retirement	77
Risk Management	82
Risk Manager	82
Role of City Council	8
Role of Department Head	9
Role of Employee	83

Role of Mayor	8
Role of Supervisors	82
Role of the City Administrator	8
Salary Survey	20
Scaffolding	93
Secondary Employment	59
Selection Process	13
Seniority	7
Separation	75
Sexual Harassment	73
Shift Differential	28
Sick Leave	7, 23, 33
Bank	34
Sick Leave Bank	34
Smoking Restriction	68
Social Media	65
Authorized	66
Personal/Non-City	66
Social Networking	65
Solicitation	62
Starting Pay	20
Status, Change of	68
Supervisor	7
Supervisors	82
Role of	82
Supplemental Personnel Regulations	3
Suspension	7
Temporary Appointments	16
Temporary Positions	14
Tobacco Use	68
Training	89
Transfer	7
Transportation	79
Travel Time	27
Twitter	65
Appointment	16
Undue Hardship	15, 17
Vacancy Announcements	14
Vacation	23
Vacation Leave	31
Verbal Abuse	73
Demotion	13
Voluntary Demotion	13
Volunteer Time	29
Voting Time	36
Weapon Free Workplace	60
Witness Leave	36
Work Day or Work Period	7
Worked Hours (Overtime)	27
Workers' Compensation	36
Workplace Violence	60



**TABLE OF CONTENTS**

<b>PERSONNEL MANAGEMENT SYSTEM</b>	<b>2</b>
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
<b>METHOD OF FILLING VACANCIES</b>	<b>12</b>
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. 22

Sec. 3.90 Bi-Weekly Payroll Processing. 22

Sec. 3.96 Employee Recognition. 23

Sec. 3.97 Payroll Deductions and Reductions. 23

**HOURS OF WORK AND OVERTIME**

**26**

Sec. 4.10 Hours of Work. 26

Sec. 4.15 Travel Time. 26

Sec. 4.20 Overtime. 26

Sec. 4.25 Carrying a Pager or Other Electronic Device. 27

Sec. 4.30 Compensatory Time. 27

Sec. 4.31 Shift Differential. 27

Sec. 4.40 Exempt Employees. 28

Sec. 4.45 Volunteer Time. 28

Sec. 4.50 Break Periods 28

Sec. 4.70 Disaster Policy. 29

**LEAVE BENEFITS**

**30**

Sec. 5.00 Vacation. 30

Sec. 5.20 Sick Leave. 32

Sec. 5.21 Accrual of Vacation and Sick Time While Not Working 34

Sec. 5.30 Administrative Leave. 34

Sec. 5.31 Jury Duty/Witness Leave. 35

Sec. 5.32 Voting Time. 35

Sec. 5.35 Election Work. 35

Sec. 5.40 Workers' Compensation. 35

Sec. 5.50 Holiday Leave. 36

Sec. 5.60 Leave of Absence Without Pay. 37

Sec. 5.70 Leave of Absence (Family Medical Leave & Military Family Leave). 38

Sec. 5.80 Absence Without Leave. 43

Sec. 5.85 Continued Employment While on Leave of Absence 43

Sec. 5.90 Compassionate Leave. 43

**PROBLEM SOLVING AND DISCIPLINE**

**5744**

Sec. 6.10 Statement of Policy. 5744

Sec. 6.15 ~~Informal Procedure~~. All Employees Standards of Conduct 5744

Sec. 6.20 ~~Chain of Command~~. Supervisory Employees Standards of Conduct 5745

Sec. 6.25	<del>Formal Grievance Procedure</del> <u>Coaching</u>	5746
Sec. 6.30	<del>Reprimands</del> <u>Progressive Discipline</u>	5849
Sec. 6.35	<del>Disciplinary Actions</del> <u>Types of Offenses and Specific Actions</u>	5850
Sec. 6.40	<del>Causes for Class I and Class II Disciplinary Action – Civil Service Employees</del> <u>Group I Offenses</u>	5950
Sec. 6.45	<del>Causes for Class I and Class II Disciplinary Action – Non Civil Service Employees</del> <u>Group II Offenses</u>	5951
Sec. 6.50	<del>Procedure for Class I Disciplinary Action (Section 6.35)</del> <u>Group III Offenses</u>	6151
Sec. 6.55	<del>Procedure for Class II Disciplinary Action – Civil Service Employees (Section 6.35)</del> <u>Disciplinary Action for Points Accumulation</u>	6252
Sec. 6.60	<del>Procedure for Class II Disciplinary Action – Non Civil Service Employees (Section 6.35)</del> <u>Corrective Action Guidelines</u>	6553
Sec. 6.8765	<del>Performance Appraisals</del> <u>Disciplinary Procedures</u>	6753
Sec. 6.70	<u>Procedures for Taking Disciplinary Actions</u>	55

Formatted: Normal, Indent: Left: 0", Hanging: 0.25"  
Formatted: Font: (Default) Times New Roman, 12 pt

**EMPLOYEE RESPONSIBILITIES AND CONDUCT 69**

Sec. 7.10	Behavior of Employees.	69
Sec. 7.20	City Property.	70
Sec. 7.25	Absenteeism.	71
Sec. 7.30	Assigned Vehicles.	71
Sec. 7.40	Secondary Employment.	71
Sec. 7.45	Private Business Activities.	72
Sec. 7.50	Workplace Violence.	72
Sec. 7.55	Weapon-Free Workplace Policy.	72
Sec. 7.60	Political Activity.	73
Sec. 7.70	Conflicts of Interest.	73
Sec. 7.75	Family and Friends in the Workplace.	74
Sec. 7.80	Solicitation.	74
Sec. 7.81	Email	75
Sec. 7.82	Internet Usage	76
Sec. 7.83	Social Networking	77
Sec. 7.84	Cell Phone/Electronic Devices.	79
Sec. 7.85	Offices and Locker Facilities.	80
Sec. 7.90	Change of Status.	80
Sec. 7.95	Tobacco Use.	80
Sec. 7.96	Drug and Alcohol Policy.	80
Sec. 7.97	Personal Finances of Employees.	84
Sec. 7.98	Zero Tolerance for Unlawful Harassment.	85

**SEPARATION AND REINSTATEMENT 87**

Sec. 8.10	Separation.	87
Sec. 8.20	Resignation.	87
Sec. 8.30	Reduction in Force Policy.	88
Sec. 8.40	Ability to Perform Essential Duties.	89
Sec. 8.50	Retirement.	89
Sec. 8.60	Reinstatement.	89

**EXPENSE REIMBURSEMENT POLICIES AND REPORTING PROCEDURES 91**

- Sec. 9.00 Expense Reimbursement Policies and Reporting Procedures. 91
- Sec. 9.10 Lodging. 91
- Sec. 9.20 Transportation. 91
- Sec. 9.30 Meal Expense. 92
- Sec. 9.40 Expense Reports. 93
- Sec. 9.50 Receipts. 93

**RISK MANAGEMENT 94**

- Sec. 10.00 Risk Management Responsibilities. 94
- Sec. 10.04 Incident Reports. 96
- Sec. 10.05 The Cost of Accidents. 96
- Sec. 10.10 Driving Rules and Regulations. 98
- Sec. 10.15 Procedures for Reporting Accidents and/or Breakdowns of Municipal Vehicles. 100
- Sec. 10.20 Safety Equipment. 100
- Sec. 10.25 Training. 101
- Sec. 10.30 Hard Hats. 101
- Sec. 10.35 Operations in the Public Way. 102
- Sec. 10.40 Office Safety. 103
- Sec. 10.45 Ladders and Scaffolding. 104
- Sec. 10.50 Use of Head Sets or Earbuds. 105
- Sec. 10.55 Working in Cold and Hot Weather. 105
- Sec. 10.60 Hazardous Communications Policy. 106
- Sec. 10.65 Bloodborne Pathogen Policy. 107

**INDEX 110**

**TABLE OF CONTENTS 121**

[4878-1777-8357\\_v.3](#)

Formatted: Tab stops: Not at 1.22"

Formatted: Left, Space After: 0 pt, Line spacing: Exactly 9 pt

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A. Authorization to advertise sale of city-owned properties of Lot 3, Jackson Subdivision and Lots 1 through 8 and vacated alley, Block 73, Original City.

The City of **Columbus**

**MEMORANDUM**

**DATE:** August 6, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Authorization to Sell City Owned Property, Lot 3, Jackson Subdivision and part of Block 73, Original City of Columbus

**RECOMMENDATION:**

Recommend approval and authorizing staff to advertise the sale of City owned excess property of Lot 3, Jackson Subdivision and remaining parts of Block 73, Original City of Columbus, including the abandoned alley.

**DISCUSSION:**

Nebraska State Statutes to be followed in the proposed sale of the properties. The process includes advertising the sale, obtaining sealed bids, obtaining a Purchase Agreement and Ordinance from the selected bidder, passage and advertising of the Ordinance, a 30-day remonstrance period, and filing of the Ordinance and Deed in the courthouse.

The City will maintain a blanket public utility easement on Lot 3, Jackson Subdivision.

Block 73 must maintain BNSF covenants, restrictions and agreements the City purchased the property sold "as is with all faults" including all patent and latent defects.

The minimum established bid amount is based off the City's recent sale of property and are as follows:

- \$2,000 for Lot 3, Jackson Subdivision which is approximately 1,704 SF
- \$50,000 for part of Block 73, Original City of Columbus which is approximately 57,000 SF

**FISCAL IMPACT:**

Minor reduction in cost of maintenance of the properties.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

# **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between \_\_\_\_\_ (hereinafter referred to as the "Buyer"), and the City of Columbus, a municipal corporation of the State of Nebraska, (hereinafter referred to as "Seller").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase all that certain plots, pieces and parcels of land, situated, lying and being in Platte County, Nebraska hereinafter referred to as "Property" and more particularly described as follows:

Lot 3, Jackson Subdivision to the City of Columbus, Platte County, Nebraska, thereof containing 1704 square feet, more or less.

Said real estate is further shown on the Attached Exhibit A.

All personal items/property left on the Property shall be deemed to be included in the sale of the Property, and the Buyer may dispose of such personal items/property in any manner it sees fit.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the total sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- a. \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) on the date of closing.
- b. As evidence of good faith, the Buyer, when submitting its bid to purchase, provided an Earnest Money Payment in the sum of One Thousand Dollars and No Cents (\$1,000). At the closing date contemplated by this Agreement, this amount shall be applied to and credited toward the total purchase amount.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place at a mutually agreed upon location and date and time. The date, time, and location of closing may be amended by the Agreement of Buyer and Seller's administration. The Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and shall pay those at or before closing.

Buyer is entitled to exclusive possession of the Property effective immediately upon closing. Prior to closing, Buyer shall have the limited right to have access to the Property for the purposes or conducting test, site surveys, and other such activities ordinarily associated with purchases of the type contemplated herein.

4. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the real estate for 2023 and all years prior to closing will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes which may be assessed against the property for 2024, and each year thereafter, shall be the sole responsibility of the Buyer. Any special assessment currently assessed, or which may become assessed after the date of this agreement but prior to the closing date, will be paid by the Seller prior to closing. Buyer assumes all assessments and special taxes after the closing date.

5. **CONDITION OF PROPERTY.** The Property, and all buildings, improvements, and fixtures if any located thereon, is being sold "AS IS" with any and all patent and latent defects, including those relating to the environmental condition of the Property; and, no representations, express or implied, are made by Seller as to the nature or condition of the Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/it had the full opportunity to review and inspect the Property and that Buyer hereby explicitly agrees to take ownership of the Property subject to the "AS IS" condition with any and all faults that do or may exist.

6. **CONTINGENCY.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Seller selling real property, Seller (as it is a municipality) is required by state law to: provide notice to the public; pass an ordinance; and, grant the citizens of the City of Columbus, Nebraska, the right to protest against or remonstrate against this conveyance. Therefore, this Agreement and sale of the Property are contingent upon the citizens of the City of Columbus, Nebraska not remonstrating against the sale and conveyance contemplated herein pursuant to Neb. Rev. Stat. § 16-202. If the Seller receives a valid remonstrance pursuant to the aforementioned state statute, this Agreement shall be considered null and void and of no force and affect. Upon execution of this Agreement the Seller shall promptly comply with the requirements contained in Neb. Rev. Stat. § 16-202 to be authorized to convey this Property to Buyer.

7. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession following closing, in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss shall be upon the Seller until closing. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

8. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owner of the Property. Unless otherwise set out in this Agreement, Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Quit Claim Deed upon closing. Buyer has the right to obtain a title insurance commitment and/or an environmental assessment (as stated herein) at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easements of record and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel this Agreement and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

9. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The Parties agree that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because said statute does not apply to a transfer "to or from any governmental entity" as Buyer is a governmental entity. To the extent

that Neb. Rev. Stat. § 76-2,120 may be perceived as requiring a disclosure statement then Buyer expressly waives any such disclosure.

10. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

- Seller at: \_\_\_\_\_
- Buyer at: \_\_\_\_\_

11. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

12. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

13. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

14. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

15. **AUTHORIZATION.** Buyer's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Buyer 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 Buyer, with any law, regulation, or court order that is applicable to the Buyer in any way.

16. **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.

17. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

18. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

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 provisions of the Agreement and all which other provisions shall remain in full force and effect.

20. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

\*\*\*\*\* REMAINDER OF PAGE LEFT INTENTIONALLY BLANK \*\*\*\*\*

DRAFT

IN WITNESS WHEREOF, the Seller executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2024:

<p>_____:</p> <p>_____</p> <p>By: Buyer, as _____ of and on behalf _____ of _____.</p>	<p>City of Columbus:</p> <p>_____</p> <p>By: James Bulkley, as Mayor of and on behalf of the City of Columbus</p> <p>ATTEST:</p> <p>_____</p> <p>CITY CLERK</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>CITY ATTORNEY</p>
--	---

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF PLATTE    )

Before me, a notary public, qualified for said county, personally came \_\_\_\_\_, an individual, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF PLATTE    )

Before me, a notary public, qualified for said county, personally came James Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

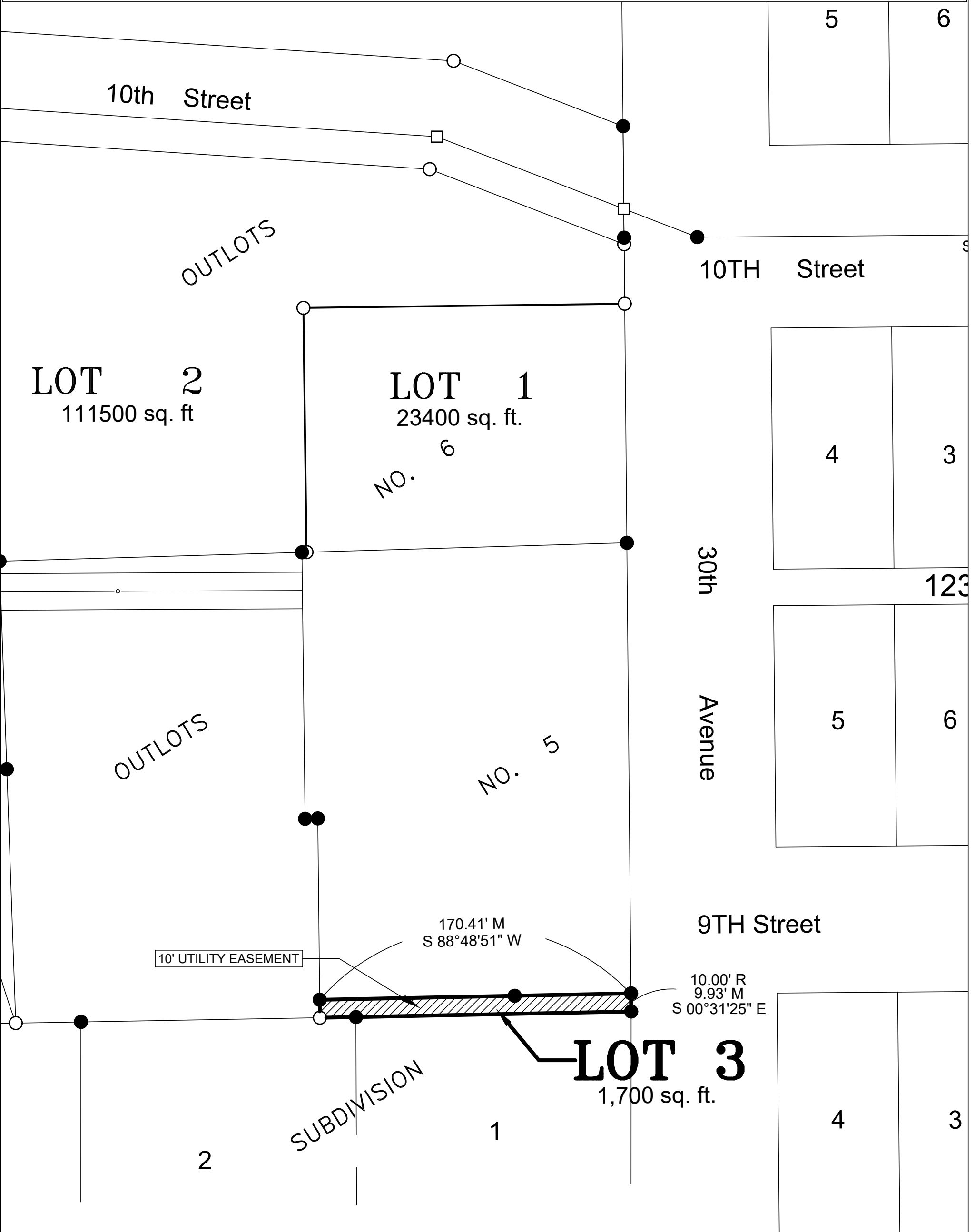
N



# EXHIBIT A

## LOT 3, JACKSON SUBDIVISION PLATTE COUNTY, NEBRASKA

SCALE: 1" = 50'





# EXHIBIT A

## LOT 3, JACKSON SUBDIVISION PLATTE COUNTY, NEBRASKA

SCALE: 1" = 50'



# **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between \_\_\_\_\_ (hereinafter referred to as the "Buyer"), and the City of Columbus, a municipal corporation of the State of Nebraska, (hereinafter referred to as "Seller").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase all that certain plots, pieces and parcels of land, situated, lying and being in Platte County, Nebraska hereinafter referred to as "Property" and more particularly described as follows:

Lots 1, 2, 3, and 4 Lying South of the Union Pacific Railroad right-of-way and all of Lots 5, 6, 7 and 8, Block 73, Original City of Columbus, Platte County Nebraska and the vacated alley adjacent thereto.

Said real estate is further shown on the Attached Exhibit B.

All personal items/property left on the Property shall be deemed to be included in the sale of the Property, and the Buyer may dispose of such personal items/property in any manner it sees fit.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the total sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- a. \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) on the date of closing.
- b. As evidence of good faith, the Buyer, when submitting its bid to purchase, provided an Earnest Money Payment in the sum of One Thousand Dollars and No Cents (\$1,000). At the closing date contemplated by this Agreement, this amount shall be applied to and credited toward the total purchase amount.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place at a mutually agreed upon location and date and time. The date, time, and location of closing may be amended by the Agreement of Buyer and Seller's administration. The Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and shall pay those at or before closing.

Buyer is entitled to exclusive possession of the Property effective immediately upon closing. Prior to closing, Buyer shall have the limited right to have access to the Property for the purposes or conducting test, site surveys, and other such activities ordinarily associated with purchases of the type contemplated herein.

4. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the real estate for 2023 and all years prior to closing will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes which may be assessed against the property for 2024, and each year thereafter, shall be the sole responsibility of the Buyer. Any special assessment currently assessed, or which may become assessed after the date of this agreement but prior to the closing date, will be paid by the Seller prior to closing. Buyer assumes all assessments and special taxes after the closing date.

5. **CONDITION OF PROPERTY.** The Property, and all buildings, improvements, and fixtures if any located thereon, is being sold "AS IS" with any and all patent and latent defects, including those relating to the environmental condition of the Property; and, no representations, express or implied, are made by Seller as to the nature or condition of the Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/it had the full opportunity to review and inspect the Property and that Buyer hereby explicitly agrees to take ownership of the Property subject to the "AS IS" condition with any and all faults that do or may exist.

6. **CONTINGENCY.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Seller selling real property, Seller (as it is a municipality) is required by state law to: provide notice to the public; pass an ordinance; and, grant the citizens of the City of Columbus, Nebraska, the right to protest against or remonstrate against this conveyance. Therefore, this Agreement and sale of the Property are contingent upon the citizens of the City of Columbus, Nebraska not remonstrating against the sale and conveyance contemplated herein pursuant to Neb. Rev. Stat. § 16-202. If the Seller receives a valid remonstrance pursuant to the aforementioned state statute, this Agreement shall be considered null and void and of no force and affect. Upon execution of this Agreement the Seller shall promptly comply with the requirements contained in Neb. Rev. Stat. § 16-202 to be authorized to convey this Property to Buyer.

7. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession following closing, in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss shall be upon the Seller until closing. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

8. **ACKNOWLEDGMENTS AND RESERVATIONS.** Buyer acknowledges that Seller acquired the Property at issue from the BNSF Railway Company (herein referred to as BNSF). Pursuant to said acquisition, Seller became bound to certain conditions, regulations, and reservations. Said conditions, regulations, and reservations, are covenants attaching to the Property, run with the land, and are also reflected in the Quitclaim Deed recorded with the Platte County Register of Deeds on July 6, 2018, in Book 240 at Page 338. Seller herein reproduces those conditions, regulations, and reservations. Buyer agrees to be bound said conditions, regulations, reservations, and covenants that the Seller is/was bound to with BNSF. For the purpose of this Section, Grantor shall mean Seller and/or BNSF; and, Grantee shall mean Buyer. Said conditions, regulations, reservations, and covenants are as follows:

- a. Grantee's interest shall be subject to the rights and interest of Grantor, Grantor's licenses, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the

construction maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track or adjacent to the Property as may be presently located on the Property.

- b. Grantee' interest shall be subject and Grantor does hereby specifically reserve all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take remove and market any and all such products in any manner which will not damage the structures on the surface of the Property, together with the right of access at all times to exercise said rights.
- c. Any improvement constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.
- d. For 99 years after the closing Date [July 6, 2018], Grantee agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.
- e. Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in all or part of the Property, in any, may rise only to the level of an easement for railroad purpose. Grantee is willing to accept Grantor's interest in the Property, if any, on the basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to any portion of the Property. In light of Grantor's disclosure that it may not hold a fee interest in all or part of the Property, Grantee agrees to indemnify, defend and hold Grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorney's fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.
- f. Grantee has been allowed to make an inspection of the Property. **GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde,

or other environmentally sensitive building materials in, on, or in proximity to the Property, the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in on or under the Property, the condition of title to the property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the “**Condition of the Property**”). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee’s inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor’s officers, directors, shareholders, employees and agents (collectively, “**Idemnitees**”) from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitution claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) or any kind and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor remaining property or the operation or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any government agency concerning any Hazardous Substance on the Property. The term “**Environmental Law**” means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response,

Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term “**Hazardous Substance**” means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

Grantee further understands that a portion of the Property is, or maybe, on the State of Nebraska Leaking Underground Storage Tank (LUST) Trust Fund Priority List and that the Nebraska Department of Environmental Quality (NDEQ) and the United States Environmental Agency (USEPA) are performing remedial activities at the property, which may include without limitation investigation, monitoring, and remediation. Grantee acknowledges that, in accordance with applicable regulations, NDEQ and USEPA have authority to access the Property for purposes of performing remedial activities. Grantee agrees to cooperate with NDEQ and USEPA regarding access to the Property for purposes of performing such remedial activities.

The covenants and agreements set forth in paragraphs (A) through (F), above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting the Grantor, and their heirs, successor and assigns; they shall also be included in the Quitclaim Deed. Further, Grantee is bound by these covenants and agreements as required by the Quitclaim Deed recorded with the Platte County Register of Deeds on July 6, 2018 in Book 240 at Page 338.

9. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owner of the Property. Unless otherwise set out in this Agreement, Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Quit Claim Deed upon closing. Buyer has the right to obtain a title insurance commitment and/or an environmental assessment (as stated herein) at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easements of record and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel this Agreement and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

10. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The Parties agree that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because said statute does not apply to a transfer “to or from any governmental entity” as Buyer is a governmental entity. To the extent that Neb. Rev. Stat. § 76-2,120 may be perceived as requiring a disclosure statement then Buyer expressly waives any such disclosure.

11. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

- Seller at: \_\_\_\_\_
- Buyer at: \_\_\_\_\_

12. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

13. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

14. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

15. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

16. **AUTHORIZATION.** Buyer's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Buyer 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 Buyer, with any law, regulation, or court order that is applicable to the Buyer in any way.

17. **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.

18. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

19. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

20. **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 provisions of the Agreement and all which other provisions shall remain in full force and effect.

21. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

\*\*\*\*\* REMAINDER OF PAGE LEFT INTENTIONALLY BLANK \*\*\*\*\*

DRAFT

IN WITNESS WHEREOF, the Seller executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2024:

<p>_____:</p> <p>_____</p> <p>By: Buyer, as _____ of and on behalf of _____.</p>	<p>City of Columbus:</p> <p>_____</p> <p>By: James Bulkley, as Mayor of and on behalf of the City of Columbus</p> <p>ATTEST:</p> <p>_____</p> <p>CITY CLERK</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>CITY ATTORNEY</p>
--	---

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF PLATTE )

Before me, a notary public, qualified for said county, personally came \_\_\_\_\_, an individual, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF PLATTE )

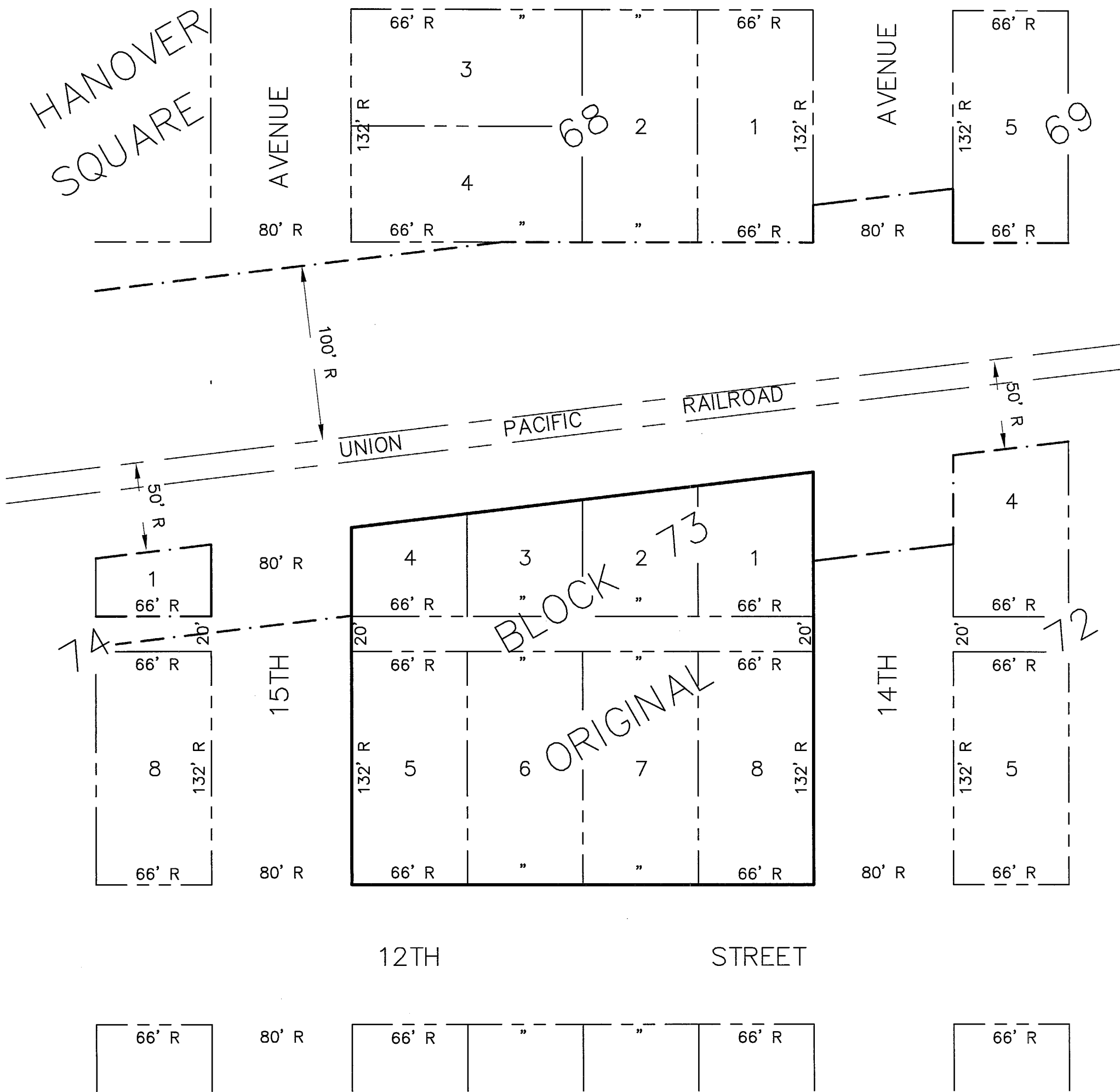
Before me, a notary public, qualified for said county, personally came James Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

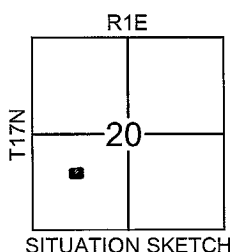
\_\_\_\_\_  
Notary Public

# EXHIBIT B

## BLOCK 73, ORIGINAL CITY OF COLUMBUS PLATTE COUNTY, NEBRASKA



1" = 60'

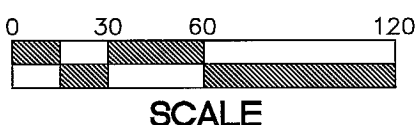


SITUATION SKETCH

### Legal Description

Lots 1, 2, 3, and 4 Lying South of the Union Pacific Railroad right-of-way and all of Lots 5, 6, 7 and 8, Block 73, Original City of Columbus, Platte County Nebraska and the vacated alley adjacent thereto.

**LEGEND**  
R - Recorded Distance  
M - Measured Distance



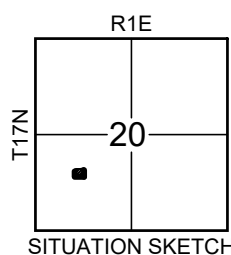
SCALE

EXHIBIT A

BLOCK 73, ORIGINAL CITY OF COLUMBUS  
PLATTE COUNTY, NEBRASKA



1" = 60'  
5/29/18  
BDB

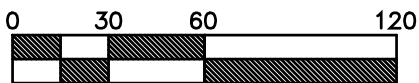


Legal Description

Lots 1, 2, 3, and 4 Lying South of the Union Pacific Railroad right-of-way and all of Lots 5, 6, 7 and 8, Block 73, Original City of Columbus, Platte County Nebraska and the vacated alley adjacent thereto.

LEGEND

R - Recorded Distance  
M - Measured Distance



**SCALE**

13.B. Quote from Rehab Systems LLC in the amount of \$41,300 for manhole rehabilitation for wastewater collection. CIP #20-94



## MEMORANDUM

**DATE:** August 14, 2024  
**TO:** City Administrator / Mayor / City Council  
**FROM:** Chuck Sliva, Public Works Director  
**RE:** Quote for Manhole Rehab Services,

**RECOMMENDATION:**

Accept low quote from Rehab Systems LLC of Cherokee Iowa in the amount of \$41,300.00 to rehab 135 vertical feet as well as rehab and sealing 25 manhole bases. This is a follow up process to rehab manholes of sewer mains that have been relined in the past few years.

**DISCUSSION:**

The attached low quote from Rehab Systems LLC is the follow up process to rehabbing and sealing of manholes after a series of sewer lining projects. The funds for this will come from the CIP Lining CIP budget item.

**FISCAL IMPACT:**

The total cost is \$41,300.00, Funds for this service will come from the \$150,000.00 budgeted CIP#20-94 System CIP Lining under the Waste Water Collection budget.

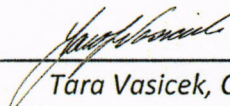
**ALTERNATIVES:**

Do not rehab and risk manhole leakage and or structure failure.

**SIGNATURE:**

By:                     **Chuck Sliva**                      
*Chuck Sliva, Public Works Director*

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

Approved By:                                           
*Tara Vasicek, City Administrator*



# City of Columbus

## Quote Sheet for Purchases

Department: Waste Water Collection

Charge to Account Number: 500-57300-2435 (CIP-20-94)

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

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

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

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

Date: 8/13/2024 Time: AM

Vendor Name: Rehab Systems LLC, Cherokee Iowa

Vendor Employee Name: Mitch Knipple

Telephone: 712-261-4624

Quote For: Manhole Rehab Columbus Ne.

Quote Includes:	Item Totals:
60' vertical, 9 bases w/ MS-2A sealer	\$15,150.00
70' vertical, 16 bases with MS2A-HP Sealer	\$25,650.00
Mobilization	\$500.00
<b>Total:</b>	<b>\$41,300.00</b>

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

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

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

Tax Excluded

City Employee Obtained Quote: Chuck Sliva

Columbus Manhole Rehabilitation Proposal

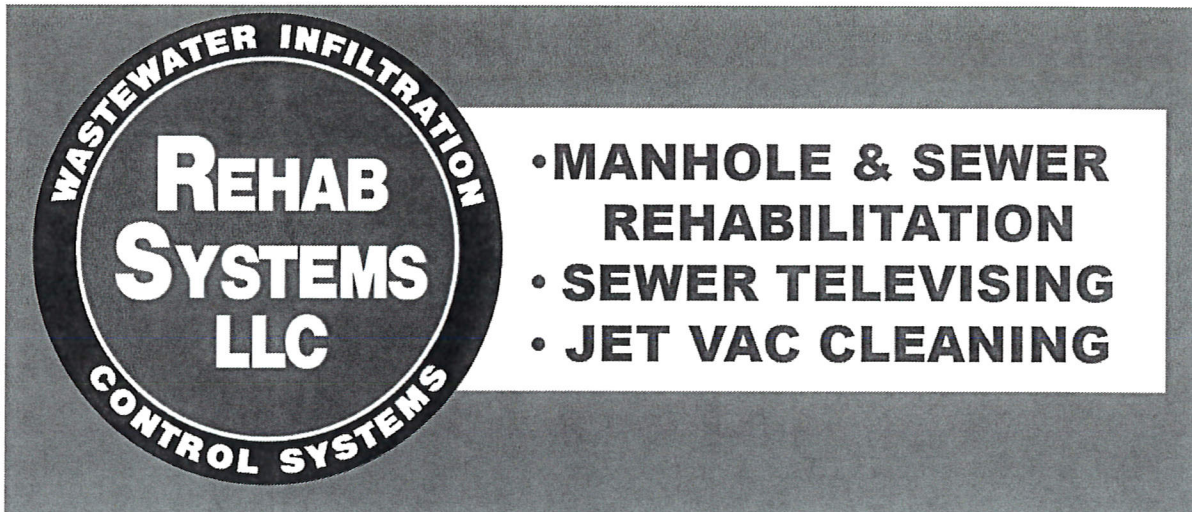
Rehab Systems will pressure blast the existing surfaces of structures and then apply two coats of MS-2A to the brick structures as well as repair the floors/inverts. The other structures where H2S gas is higher we will do the same procedure but apply High Performance Mix to the walls and floors.

Brick Manholes (MS-2A) 60VF @ \$140/VF = \$8,400.00	}		\$15,150.00
9 Bases in Brick Manholes @ \$750 = \$6,750.00			
Other Structures (High Performance) 70VF @ \$195/VF = \$13,650.00	}		25,650.00
Other Structure Floors/Inverts (High Performance) = 16 @ \$750.00 = \$12,000.00			
Mobilization = \$500		→	500.00
			<hr/> \$41,300.00

If you have any questions or need additional information please feel free to let me know. Thank you for the opportunity to work with the City of Columbus.

Sincerely,

Mitch Knippel  
Owner



# City of Columbus

## Quote Sheet for Purchases

Department: Waste Water Collection

Charge to Account Number: 500-57300-2435 (CIP-20-94)

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

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

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

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

Date: 8/13/2024 Time: AM

Vendor Name: Obrist & Co.

Vendor Employee Name: John Obrist

Telephone: 402-564-2804

Quote For: Manhole Rehab Columbus Ne.

Quote Includes:	Item Totals:
60' vertical, 9 bases w/ MS-2A sealer	\$15,250.00
70' vertical, 16 bases with MS2A-HP Sealer	\$27,500.00
Mobilization	\$0.00
<b>Total:</b>	<b>\$42,750.00</b>

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

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

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

Tax Excluded

City Employee Obtained Quote: Chuck Sliva



P O Box 581  
Columbus, NE 68602-0581  
402-564-2804  
402-562-7950 Fax

8-13-24

Chuck Sliva,

Manhole rehab proposal

60' vertical feet of brick manhole and 9 bases with MS-2A strong seal.....\$15,250.00

70' vertical feet of RCP manhole and 16 bases with MS2A HP strong seal.....\$27,500.00

Total Bid.....\$42,750.00

# City of Columbus

## Quote Sheet for Purchases

Department: Waste Water Collection

Charge to Account Number: 500-57300-2435 (CIP-20-94)

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

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

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

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

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

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

Date: 8/13/2024 Time: AM

Vendor Name: Jordon Wacha

Vendor Employee Name: Wacha Construction Lincoln Ne.

Telephone: 402-276-3741

Quote For: Manhole Rehab Columbus Ne.

Quote Includes:	Item Totals:
60' vertical, 9 bases w/ MS-2A sealer	\$14,950.00
70' vertical, 16 bases with MS2A-HP Sealer	\$27,750.00
Mobilization	\$675.00
<b>Total:</b>	<b>\$43,375.00</b>

Quote Excludes:

Verbal quote at this time, is to email quote.

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

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

Tax Excluded

City Employee Obtained Quote: \_\_\_\_\_

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

14. **RESOLUTIONS**

14.A. Resolution No. R24-94 approving grant application to Nebraska Game and Parks Commission for playground equipment in East Pawnee Park.

**RESOLUTION NO. R24-94**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING AN APPLICATION TO THE NEBRASKA GAME AND PARKS COMMISSION FOR THE LAND AND WATER CONSERVATION FUND GRANT IN THE AMOUNT OF \$215,606 FOR A PLAYGROUND STRUCTURE IN THE SERTOMALAND PLAYGROUND AREA IN EAST PAWNEE PARK; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, is authorized to submit and file an application for the Land and Water Conservation Fund grant administered through the Nebraska Game and Parks Commission; and

WHEREAS, the Sertomaland Playground project meets the goals and priority outdoor recreation needs as identified in the current Statewide Comprehensive Outdoor Recreation Plan; and

WHEREAS, the City, is requesting a grant in the amount of \$215,606 from the Land and Water Conservation Fund; and

WHEREAS, if the grant is successful, matching funds of \$215,605 will be provided by the City; and

WHEREAS, the Sertomaland Playground project cost is estimated to be \$431,211.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that authorization be granted to submit an application to the Nebraska Game and Parks Commission for the Land and Water Conservation Fund grant in the amount of \$215,606 for a playground structure in the Sertomaland playground area in east Pawnee Park and the mayor be 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 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## Memorandum

Date: August 12, 2024

To: Tara Vasicek, City Administrator

From: Betsy Eckhardt, Park and Recreation Director

RE: Application for the Land and Water Conservation Fund Grant

**Recommendation:**

Approval of the Resolution allowing the City to apply for the Nebraska Games and Parks Commission Land and Water Conservation Fund Grant.

**Discussion:**

The city would like to apply for the Land and Water Conservation Fund Grant through the Nebraska Games and Parks Commission. The grant would be used to help fund the Sertomaland Playground in East Pawnee Park. The amount of the grant would be \$215,606.00 from the Land and Water Conservation Fund. The total cost of the project would be \$431,211.00.

**Fiscal Impact:**

\$431,211-Total cost of the project. Grand Funds: \$215,606.00.

**Alternative:**

Do not approve.

**Concurrence:**

By: Sydney Wroczek

**Signature:**

By: Betsy Eckhardt

Approved By: [Signature]

**15. ORDINANCES ON FIRST READING**

15.A. Ordinance No. 24-20 decreasing the telecommunications occupation tax to four percent to reflect recent changes in state law.

**ORDINANCE NO. 24-20**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 111.01 OF CHAPTER 110 OF TITLE XI OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) TO AMEND THE TELECOMMUNICATIONS OCCUPATION TAX DOWN TO FOUR PERCENT (4%) TO REFLECT RECENT CHANGES IN STATE LAW; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the Nebraska Legislature recently passed LB1023 which has an effective date of October 1, 2024; and

WHEREAS, LB1023 has decreased the telecommunication occupation tax that cities may collect from five percent (5%) to four percent (4%), and the City's City Code needs to be amended to reflect said change.

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

**Section 1.** That Section 111.01 of Chapter 110 of Title XI of the Columbus City Code be amended and revised to read as follows:

§ 111.01 OCCUPATION TAX ON TELEPHONE.

(A) For the purpose of raising a revenue, there is hereby levied a license or occupation tax upon each and every occupation or business carried on within the corporate limits as hereinafter specified.

(B)

(1) The amount of the occupation tax levied and imposed on telephone companies shall be the sum of four percent (4%) of the gross receipts resulting from the sales of communication services (including cell phone customers) within the corporate limits of the city. There shall be excepted from the provisions of this chapter all receipts from telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the tax provided for in this chapter shall be levied upon or assessed against or taken from the United States government, the government of the state or any of either of their departments.

(2) The payment of such occupation tax shall be upon the following terms and conditions:

(a) The payment of the occupation tax levied pursuant to this section shall be in quarterly payments, using the calendar quarter as a basis for determining and computing the quarterly amount of tax payable. Each quarter's payment shall be due 45 days after the termination of each calendar quarter.

(b) The occupation tax levied on such telephone companies shall be paid to the Finance Director at the time herein provided and the amount

of payment shall be credited by the Finance Director to the General Fund.

(c) All telephone companies shall, at the time they make their payments of the occupation tax levied pursuant to the provisions hereof, file with the Finance Director a full, complete and detailed statement of the gross receipts subject to such occupation tax, which statement shall be duly verified and sworn to by the manager in charge of the business of the particular company in the city or by a higher managerial employee of such company.

(d) Each succeeding payment of the occupation tax levied pursuant to the provisions hereof may include any adjustment which is shown on the report provided for herein, which may be necessary for the consideration of uncollectibles or any other matters which may have resulted in either an excess or a deficiency in the amount of tax paid in any previous quarter.

(e) At all times during reasonable business hours, the city shall have the right to inspect, through its officers, agents or representatives, the books and records of any telephone company for the purpose of verifying any report submitted pursuant to the provisions hereof.

**Section 2.** This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

**Section 3.** This Ordinance shall be in full force and effect October 1, 2024, and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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:** August 14, 2024  
**FROM:** Tara Vasicek, City Administrator  
**TO:** Mayor & City Council  
**RE:** Occupation Tax on Telephone Service Providers

**RECOMMENDATION:** Lower occupation tax from 5% to 4%.

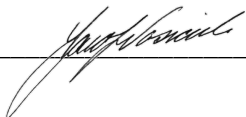
**DISCUSSION:**

During the winter legislative session, LB 1023 was passed which requires cities which have an occupation tax on telephone service providers to limit that tax to no more than 4%.

**FISCAL IMPACT:** General fund revenue loss of over \$90,000

**ALTERNATIVE:** No alternative.

**SIGNATURE:**

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



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**