

City Council Regular Meeting
Monday, December 15, 2025 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

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

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

Source: Laws 2004, LB 821, § 34.

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

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

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

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

Annotations

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

84-1409. Terms, defined.

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

Annotations

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

(1983).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operative Date: May 31, 2025

Cross References

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

Annotations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

Annotations

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

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

4.A. Minutes of December 1, 2025, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
December 1, 2025

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on December 1, 2025, at 6:00 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 26, 2025, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Bret Strecker, Fire Chief Ryan Gray, Public Works Director Chuck Sliva, Assistant City Engineer Braden Labenz, Communications Manager Matt Lindberg, Fire Captains Jojo Dunn and Eric Kluever, and firefighters Tim Moser, Calvin Novak, Patricia Hawthorne, Shane Ehlin, Jose Audelo, Harley Eickmeier, Dalton Witt, Dusty Saner, Joel Vollertsen.
2. **PRAYER**
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**
4. **ELECTION OF COUNCIL PRESIDENT:** Bulkley called for nominations for council president. Jablonski nominated Hiemer to serve as council president. Bulkley called for further nominations. No other nominations were brought forward. The nominations closed with a motion by Roth and a second by Schilling. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Hiemer was elected council president with a motion by Schilling and a second by Palensky. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
5. **APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE**
- 5.A. **Council Members Cynthia Alarcón, Troy Hiemer, Rich Jablonski, and AJ Palensky to the Public Finance, Judiciary, and Personnel Committee and Council Members Charlie Bahr, Katherine Lopez, J. Prent Roth, and Ron Schilling to the Public Property, Safety, and Works Committee.** The mayor’s appointments were ratified with a motion by Schilling and a second by Hiemer. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and

Schilling voted "Aye" and none voted "Nay".

6. **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 with a motion by Hiemer and a second by Bahr. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 6.A. **Minutes of November 17, 2025, City Council meeting.**
 - 6.B. **Reappointments of Gary Puetz, Stacy Smith, and Nick Larson to Board of Parks Commissioners for three-year terms.**
 - 6.C. **Resolution No. R25-144 approving year-end certification to the Nebraska Department of Transportation of Richard J. Bogus as street superintendent for January 1, 2025, through December 31, 2025.** Resolution No. R25-144 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE YEAR-END CERTIFICATION TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION OF RICHARD J. BOGUS, CLASS A, LICENSE S-1424, AS CITY STREET SUPERINTENDENT FOR JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, 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.
 - 6.D. **Resolution No. R25-145 approving renewal of Maintenance Agreement No. 8 with Nebraska Department of Transportation from January 1, 2026, to December 31, 2026, for maintenance of state highway system in city limits.** Resolution No. R25-145 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING MAINTENANCE AGREEMENT NO. 8 WITH NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE PERIOD JANUARY 1, 2026, TO DECEMBER 31, 2026, AND SETTING FORTH THE MAINTENANCE RESPONSIBILITIES OF THE CITY AND THE STATE REGARDING THOSE PORTIONS OF THE STATE HIGHWAY SYSTEM THAT LEAD INTO AND TRAVEL THROUGH THE CITY OF COLUMBUS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
 - 6.E. **Resolution No. R25-146 reaffirming city's intent to provide or expand municipal solid waste collection service.** Resolution No. R25-146 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REAFFIRMING ITS INTENT TO PROVIDE OR

EXPAND MUNICIPAL SOLID WASTE COLLECTION SERVICE (WHETHER BY USE OF MUNICIPAL EMPLOYEES AND EQUIPMENT OR BY CONTRACT) IN AN AREA WHERE THE COLLECTION OF SOLID WASTE HAS BEEN PROVIDED BY A PRIVATE ENTITY PRIOR TO THE COMMENCEMENT OF SUCH SERVICE BY THE MUNICIPALITY.

6.F. Resolution No. R25-147 approving agreement with Dave Wilke for harvesting and baling of hay at Columbus Municipal Airport. Resolution No. R25-147 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH DAVE WILKE TO HARVEST AND BALE HAY AT THE COLUMBUS MUNICIPAL AIRPORT FOR A TERM COMMENCING MAY 1, 2026, AND ENDING SEPTEMBER 30, 2026, SUBJECT TO TWO AUTOMATIC RENEWALS; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

6.G. Resolution No. R25-148 approving addendum to Farm Lease with Jim and Dan Donoghue to provide for a one-year extension. Resolution No. R25-148 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE ADDENDUM TO THE FARM LEASE DATED MAY 6, 2024, WITH JIM AND DAN DONOGHUE, WHICH EXTENDS THE LEASE TERM FOR ONE YEAR; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

6.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=Srv & Supp; T=Trng. 12/5/25 Payroll \$946,397.04; AC&L Sprnklr 120.00 S; Ace Hdwr 5,525.70 CP; Adv Auto 4.96 S; Ag Spry Equip 12.46 S; Amazon 1,266.17 S; Aqua-Chem 668.40 S; Armor Equip 1,524.88 S; Arnold Mtr Sup 693.03 S; Auxiant 199,201.83 I; Benchmark Gvrnmnt Sol 256.90 S; Blackstrap 5,521.40 S; Bomgaars 7,164.59 CP; Bound Tree Med 1,912.79 S; Bryan Rock 2,848.38 CP; J Bulkley 77.00 E; Cap One-Walmart 141.92 S; Casey's Mail Serv 815.17 S; Chesterman 55.76 S; Choppers Comp 140.00 S; Chrome N' Steel 820.00 S; City of Col 7,800.38 S; CAHRA 125.00 M; Col Cstm Emb 364.00 S; Col Plmbng 106.75 S; Core & Main 21,665.88 S; Crnhskr Marriott 448.00 S; D Johnson Trckng 1,208.20 S; DAS St Acctng 1,663.99 S; Eakes 1,448.19 S; Egan Supp 190.40 S; Elect Eng 204.53 S; Electrnc Eng 405.52 S; Electrnc Sys 551.60 S; Fedex 28.80 S; Fifth Season 2,332.50 S; Front Line 1,500.00 S; Galls 44.94 S; Gehring Const 74.65 S; Gen Trffc Cntrls 508.00 S; Gerhold Cncrt 260.74 S; Grt Plns Bldg Sup 314.10 S; Grt Plns Comm 209.95 S; Hawkins 4,336.65 S; HD Sup 452.38 S; HDR 55,479.19 CP; Hmtwn Lsng 708.59 S; Ingram Lbry 1,559.20 S; Jackson Serv 1,950.58 S; J Deere Fin 227.90 S; Kelly

Sup 793.98 S; Koch Excvtng 10,728.93 CP; Laca Equip 188.17 S; Lawson Prod 113.45 S; Macqueen Equip 816.00 CP; Matheson-Lnwld 99.08 S; MD Sol 850.00 S; Menards 2,487.51 S; Mid-State Eng 1,200.00 CP; Mdwst Alarm 230.00 S; Mdwst Tape 114.72 S; Mdwst Turf 115,155.46 CP; Mike's Twng 625.00 S; NAPA 66.63 S; NE Law Enfrmnt 500.00 T; NE Library Comm 1,598.00 S; NE Pub Hlth 262.00 S; Newman Sgns 166.78 S; NoSwett Fncng 6,530.00 S; Occptl Hlth 2,114.00 S; O'Reilly 176.80 S; M Pederson 77.70 E; Pete Lien 7,032.39 S; B Petersen 75.62 R; Platte Vly Comm 3,856.05 CP; Prestox 152.32 S; Quadient 1,000.00 S; Reardon Lawn 82.91 S; Rvrsd Prtbls 110.00 S; Road Bldrs Mach 1,664.42 S; Schieffer Sgns 290.00 S; Shevlin Sup 92.88 S; Sirius 856.17 S; Skydio 1,476.00 S; Spr Svr 5.48 S; L Svoboda 171.48 E; Thomson Reuters 14,705.00 S; Tire Outlet 2,402.00 S; TK Elevator 256.76 S; Truck Cntr 5,768.86 S; USA Blue Bk 420.44 S; Vandenburg Elec 4,204.63 S; Wemhoff Rfg 968.50 S; White Cap 67.99 S; Wilson & Co 8,197.19 CP; Wrld Bk 1,349.00 S. Total \$1,481,439.29.

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

8. **SPECIAL PRESENTATIONS:**

8.A. **Proclamation of Thanks for Support presented by the International Association of Fire Fighters, Local No.1575.** Dunn read the proclamation and presented Local No. 1575 medallions to the mayor, city council members, and city administrator in appreciation for their continued support.

9. **PUBLIC HEARINGS:** None

10. **PETITIONS AND COMMUNICATIONS:** None

11. **REPORTS OF CITY OFFICES:** None

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

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

14. **REPORTS ON LEGISLATION:** None

15. **NEW BUSINESS:**

15.A. **Quote from Provantage LLC in the amount of \$24,417 for 13 laptops, 20 monitors, and computer hardware for various departments.** The quote from Provantage LLC for laptops, monitors, and computer hardware was accepted with a motion by Bahr and a second by Lopez. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

15.B. **Purchase from Northern Truck Equipment Corporation in the amount of \$342,120 for three tandem axle trailers for the transfer station. CIP #23-45** Sliva confirmed that the old trailers will be assessed to determine their value and then sold at auction at a later date. The purchase from Northern Truck Equipment Corporation for three tandem axle trailers was accepted with a

PROCEEDINGS OF CITY COUNCIL

December 1, 2025

Page 5

motion by Hiemer and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

15.C. Comments from mayor and city council members. Jablonski thanked the council members for allowing him serve as council president for the past two years. Bulkley commended 1C Church for serving more than 800 Thanksgiving meals to the community this past weekend.

16. RESOLUTIONS:

16.A. Resolution No. R25-149 awarding bid to Gehring Construction and Ready-Mix Co., Inc. in the amount of \$1,897,618.10 for Concrete Paving Improvements 2026. CIP #20-71 Bogus explained that construction will take place on 33rd Avenue between 30th and 38th Streets, noting that work would not begin until the school year is finished and that a majority of the project is expected to be complete before school resumes in August. Resolution No. R25-149 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO GEHRING CONSTRUCTION AND READY-MIX CO., INC. FOR THE BASE BID AND ADDITIONAL PROJECT NO. 2 IN THE AMOUNT OF \$1,897,618.10 FOR CONCRETE PAVING IMPROVEMENTS 2026 was adopted with a motion by Bahr and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

17. ORDINANCES ON FIRST READING: None

18. ORDINANCES ON SECOND READING: None

19. ORDINANCES ON THIRD READING: None

20. PAYROLL AND BILLS ON FILE: Included in Consent Agenda

21. UNFINISHED BUSINESS: None

22. ADJOURNMENT: The meeting adjourned at 6:18 p.m.

Presented and approved this 15th day of December 2025.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.B. Reappointment of Bonnie McPhillips to the Northeast Nebraska Area Agency on Aging Advisory Council for three-year term.



City Hall
2500 14th St. Suite 3
Columbus, NE 68601
402-562-4220
columbusne.us

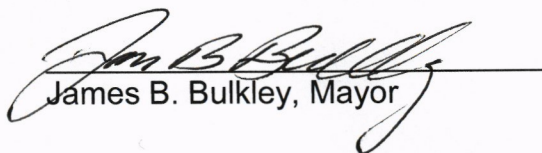
MEMORANDUM

DATE: December 8, 2025
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following name to you for reappointment at the December 15, 2025, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

NORTHEAST NEBRASKA AREA AGENCY ON AGING ADVISORY COUNCIL

(Three-Year Term)
Bonnie McPhillips


James B. Bulkley, Mayor



Northeast Nebraska Area Agency on Aging

Phone: (402) 370-3454 • Fax: (402) 370-3279 • 110 North 37th St., Unit 101 • Norfolk, NE 68701

December 2, 2025

James Bulkley, Mayor
2500 14th Street, Suite 3
PO Box 1677
Columbus, NE 68602-1677

Dear Mayor Bulkley,

The Northeast Nebraska Area Agency on Aging has received the nomination of Bonnie McPhillips to represent City of Columbus on the Advisory Board for a three year term.

In our 22 county service area, the senior center(s) in the county nominate a person to represent them on the Advisory Board. We ask that a formal letter of appointment be sent to the Agency's Governing Board for their approval.

May we have a confirmation letter of appointment by January 12, 2026 or as soon as possible?

You can mail the information to 110 North 37th Street, Unit 101, Norfolk, NE 68701, or email connie.cooper@nenaaa.com.

If you have any questions, please call me. Thank you for your cooperation.

Sincerely,

Connie Cooper
Executive Director

cc: Dennis Kment
Shuraya Choat

4.C. Application from Harrah's Nebraska LLC dba Harrah's Columbus NE Racing and Casino for Timothy Howarth as manager in conjunction with the liquor license.



COLUMBUS POLICE DEPARTMENT

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

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

FROM: BRET D. STRECKER, CHIEF OF POLICE

DATE: DECEMBER 8, 2025

Approved 

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
HARRAH'S COLUMBUS RACING & CASINO
5944 HOWARD BOULEVARD
COLUMBUS, NEBRASKA

MANAGER: TIMOTHY HOWARTH

It should be noted that this change of licensing is for the purpose of changing Managers at Harrah's located at 5944 Howard Boulevard.

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

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

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 show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

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

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

There is no evidence of discrimination involving the applicant.

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

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

From: lcc.noreply@nebraska.gov
To: [zzCity Clerks](#)
Subject: NLCC Review Required
Date: Wednesday, December 3, 2025 7:18:32 AM

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.

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: Amendment Application
Job Number: 132927

License Type: Class I Beer, Wine, Spirits On Sale On ly
Secondary Licenses: N/A

Licensee: HARRAH'S NEBRASKA LLC
Premises Name: HARRAH'S COLUMBUS NE RACING AND CASINO
Premises Address: 5944 Howard Blvd Columbus, NE 68601-8309
Premises Type: Converted

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,
Nebraska Liquor Control Commission

This is an automated email message. Please do not reply to this email address.



Nebraska Liquor Control

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

Application Copy

File Number: 132927

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2025-11-18
CURRENT MANAGER NAME Aaron D King	CURRENT MANAGER EMAIL aaronk@harrahs.com
NEW MANAGER NAME Timothy Howarth	NEW MANAGER EMAIL thowarth@harrahs.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

- Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Timothy Howarth

- What is the manager's address?

5944 Howard Blvd, Columbus, NE 68601

- What is the manager's phone number?

402-208-6378

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

thowarth@harrahs.com

5. What county is the manager registered to vote in?

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

Douglas

6. Is the manager married?

Yes

Affidavit of Non-participation completed

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

Yes

ServSafe

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

Yes

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

Has the new manager, 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
------	-----------	-------------

APPLICANT

Steven Perrine Jr.

DECLARATION

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

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


SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

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

CH 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.

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


Signature of NON-PARTICIPATING SPOUSE
CHERYL HOWARTH
Print Name


Signature of APPLICANT
TIMOTHY HOWARTH
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this November 5, 2025 (date)

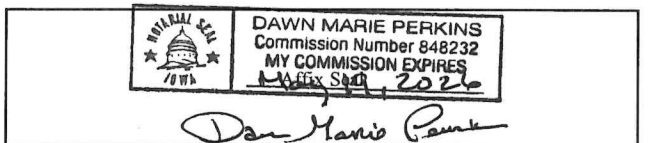
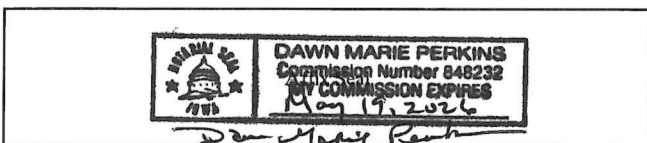
The foregoing instrument was acknowledged before me
this November 6, 2025 (date)

by Cheryl Howarth / Cheryl Howarth
Name of person acknowledged
(Individual signing document)

by Timothy Howarth / Timothy Howarth
Name of person acknowledged
(Individual signing document)


Notary Public Signature


Notary Public Signature



4.D. Resolution No. R25-150 authorizing payment of various improvement projects.

RESOLUTION NO. R25-150

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: B-D CONSTRUCTION, INC., ROSELAWN CEMETERY MAINTENANCE BUILDING ADDITION, \$42,751.62.

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

B-D Construction, Inc. Roselawn Cemetery Maint. Bldg \$42,751.62

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 _____, 2025.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

AIA Type Document
Application and Certification for Payment

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

PROJECT: ROSELAWN CEMETARY MAINT BLDG

APPLICATION NO: 4
PERIOD TO: 11/30/2025

DISTRIBUTION
TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	237,688.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	237,688.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	227,065.80
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	22,706.58
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	22,706.58
6. TOTAL EARNED LESS RETAINAGE	\$	204,359.22
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	161,607.60
8. CURRENT PAYMENT DUE	\$	42,751.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	33,328.78

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

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

By: Bryan L. Kearney / Project Manager
Date: 11.30.25

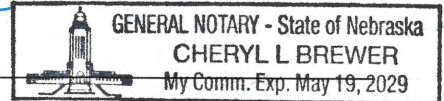
State of: NE

County of: Platte

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

Notary Public: Cheryl L Brewer

My Commission Expires : May 19, 2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 42,751.62

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

ARCHITECT: Richard J. Bogue
By: _____ Date: 12-9-2025

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

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

AIA Type Document
Application and Certification for Payment

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

PROJECT: ROSELAWN CEMETARY MAINT BLDG

APPLICATION NO: 4
PERIOD TO: 11/30/2025

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

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

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	11,582.00	2,000.00	8,423.80	0.00	10,423.80	90.00	1,158.20	1,042.38
2	Professional Design	29,050.00	29,050.00	0.00	0.00	29,050.00	100.00	0.00	2,905.00
3	Demoliton	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	120.00
4	Reinforcing Steel	2,973.00	2,973.00	0.00	0.00	2,973.00	100.00	0.00	297.30
5	Concrete Foundations	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00	0.00	1,080.00
6	Concrete Flatwork	11,456.00	11,456.00	0.00	0.00	11,456.00	100.00	0.00	1,145.60
7	Rough Carpentry	2,888.00	2,888.00	0.00	0.00	2,888.00	100.00	0.00	288.80
8	Thermal Insulation	5,087.00	5,087.00	0.00	0.00	5,087.00	100.00	0.00	508.70
9	Metal Doors & Hardware	6,259.00	6,259.00	0.00	0.00	6,259.00	100.00	0.00	625.90
10	Overhead Doors	7,936.00	7,936.00	0.00	0.00	7,936.00	100.00	0.00	793.60
11	Gypsum Board	2,450.00	2,450.00	0.00	0.00	2,450.00	100.00	0.00	245.00
12	Painting	2,007.00	2,007.00	0.00	0.00	2,007.00	100.00	0.00	200.70
13	Pre-Engineered Steel	48,768.00	48,768.00	0.00	0.00	48,768.00	100.00	0.00	4,876.80
14	Plumbing Trench Drains	19,494.00	19,494.00	0.00	0.00	19,494.00	100.00	0.00	1,949.40
15	HVAC	33,416.00	0.00	25,551.00	0.00	25,551.00	76.46	7,865.00	2,555.10
16	Electrical	25,502.00	25,502.00	0.00	0.00	25,502.00	100.00	0.00	2,550.20
17	Earthwork	8,904.00	6,904.00	2,000.00	0.00	8,904.00	100.00	0.00	890.40
18	Performance Bond	3,571.00	3,571.00	0.00	0.00	3,571.00	100.00	0.00	357.10
19	Code Review	555.00	555.00	0.00	0.00	555.00	100.00	0.00	55.50
20	Overhead & Profit	15,990.00	2,864.00	11,527.00	0.00	14,391.00	90.00	1,599.00	1,439.10

AIA Type Document
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CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
21	Design Already Invoiced For Prior to GMP Amendment	-12,200.00	-12,200.00	0.00	0.00	-12,200.00	100.00	0.00	-1,220.00
REPORT TOTALS		\$237,688.00	\$179,564.00	\$47,501.80	\$0.00	\$227,065.80	95.53	\$10,622.20	\$22,706.58

4.E. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11467 12/16/2025	7M CLEANING SOLUTIONS LLC INVOICE	2014	CLEANING SERVICES	350.00	
			Total:	350.00	
			Net of 1 Invoices / 0 Checks	350.00	
02057 12/16/2025	A TO Z MESSAGING INVOICE	20600	ANSWERING SERVICE	135.00	
			Total:	135.00	
			Net of 1 Invoices / 0 Checks	135.00	
00116 12/16/2025	ACE HARDWARE & GARDEN CNT INVOICE	216329/5	PLUG, BUSHING, TEE	22.15	
12/16/2025	INVOICE	216337/5	ADAPTER	5.18	
12/16/2025	INVOICE	216348/5	SPRAY PAINT, WIRE CUP, PTR TAPE	28.36	
12/16/2025	INVOICE	216349/5	ICE MELT	29.97	
12/16/2025	INVOICE	216418/5	VINYL TUBING	31.08	
12/16/2025	INVOICE	216439/5	NUTS, BOLTS, SCREWS	3.40	
12/16/2025	INVOICE	216458/5	WINTER WORK GLOVES	19.99	
12/16/2025	INVOICE	216463/5	DIAB RECIP 6", O-RING	19.57	
12/16/2025	INVOICE	216466/5	NUTS, BOLTS, SCREWS	16.32	
12/16/2025	INVOICE	216481/5	NUTS, BOLTS, SCREWS	5.60	
12/16/2025	INVOICE	216457/5	KEY BLK, KEY KWIKSET	34.93	
12/16/2025	INVOICE	216491/5	ICE MELT	94.95	
12/16/2025	INVOICE	216495/5	DUCT TAPE	13.99	
12/16/2025	INVOICE	216507/5	RESPIRATOR, METAL CUT WHEEL, FLP DISC, CUTO	61.94	
12/16/2025	INVOICE	216524/5	FUSE PLUG, BATTERY	19.58	
12/16/2025	INVOICE	216530/5	RAID, LIQUID ANT BAIT	46.94	
12/16/2025	INVOICE	216533/5	BATTERY	14.10	
12/16/2025	INVOICE	216541/5	HOLE SAW, BIT PILOT DRILL	20.99	
12/16/2025	INVOICE	216550/5	AUTOMOTIVE BULB	12.99	
12/16/2025	INVOICE	216581/5	NUTS, BOLTS, SCREWS	2.89	
12/16/2025	INVOICE	216582/5	US FLAG	64.99	
12/16/2025	INVOICE	216587/5	DURACELL BATTERY LITH	16.99	
12/16/2025	INVOICE	216590/5	LABOR	17.50	
			Total:	604.40	
			Net of 23 Invoices / 0 Checks	604.40	
00180 12/16/2025	ADVANCE AUTO PARTS INVOICE	5606533810328	BLUE -20 WWF I GAL	9.88	
			Total:	9.88	
			Net of 1 Invoices / 0 Checks	9.88	
00102 12/16/2025	AG SPRAY EQUIPMENT INVOICE	081156	2" POLY PUMP, ELBOW, MPT ADAPTER, NIPPLE, P	452.38	
			Total:	452.38	
			Net of 1 Invoices / 0 Checks	452.38	
10681 12/16/2025	AIR VACUUM CORPORATION INVOICE	16524	AIR VAC-911 4 STAGE FILTER PACK	2,922.00	
			Total:	2,922.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	2,922.00	
11185 12/16/2025	ALLO COMMUNICATONS INVOICE	2034309	TELEPHONE - S FIRE STATION, INTERNET - VAN 1	135.07	
			Total:	135.07	
			Net of 1 Invoices / 0 Checks	135.07	
00587 12/16/2025	AQUA-PURE INC INVOICE	COLNE120125	MONTHLY SERVICE CONTRACT - SOUTH & NORTH WE:	8,590.18	
			Total:	8,590.18	
			Net of 1 Invoices / 0 Checks	8,590.18	
11180 12/16/2025	ARMOR EQUIPMENT INVOICE	0065023-IN	6" ROLLER CHAIN W/PLATES	318.49	
			Total:	318.49	
			Net of 1 Invoices / 0 Checks	318.49	
10561 12/16/2025	ARNOLD MOTOR SUPPLY INVOICE	78NV167161	CAP HI-RISE 4 POST LIFT	8,232.84	
12/16/2025	INVOICE	78NV167627	OIL & AIR FILTER	17.59	
12/16/2025	INVOICE	78NV167690	FORD BODY MOUNT KIT	92.17	
12/16/2025	INVOICE	78NV167992	VALVE SPRING BRAKE	77.75	
12/16/2025	INVOICE	78NV168131	6AB-6MP90, AIR HOSE	36.99	
12/16/2025	INVOICE	78NV168145	12V HIGH PERF BATTERY	183.04	
12/16/2025	INVOICE	78NV168745	PM DEX/MERC ATF	73.56	
			Total:	8,713.94	
			Net of 7 Invoices / 0 Checks	8,713.94	
00107 12/16/2025	AT&T MOBILITY INVOICE	287358544960X11282	CELL PHONES OCT 22 - NOV 21	1,265.10	
12/16/2025	INVOICE	287358635002X11282	CELL PHONE OCT 22 - NOV 21	115.34	
12/16/2025	INVOICE	287358632498X11282	CELL PHONE OCT 22 - NOV 21	251.28	
12/16/2025	INVOICE	287354145770X11282	CELL PHONE OCT 22 - NOV 21	226.59	
			Total:	1,858.31	
			Net of 4 Invoices / 0 Checks	1,858.31	
10663 12/16/2025	AUXIANT INVOICE	12042025HEALTH	HEALTH FUNDING	44,314.17	
12/16/2025	INVOICE	12042025FLEX	FLEX FUNDING	827.65	
12/16/2025	INVOICE	12042025HEALTH	HEALTH FUNDING	98,152.14	
12/16/2025	INVOICE	12042025FLEX	FLEX FUNDING	177.67	
12/16/2025	INVOICE	12112025HEALTH	HEALTH FUNDING	59,182.18	
12/16/2025	INVOICE	12112025FLEX	FLEX FUNDING	1,182.46	
			Total:	203,836.27	
			Net of 6 Invoices / 0 Checks	203,836.27	
03119 12/16/2025	B-D CONSTRUCTION INC INVOICE	4	ROSELAWN CEMETARY MAINT BLDG	42,751.62	
			Total:	42,751.62	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Net of 1 Invoices / 0 Checks				42,751.62	
00461	BEHLEN TOWING LLC				
12/16/2025	INVOICE	34889	TOWING	150.00	
12/16/2025	INVOICE	34893	TOWING	150.00	
12/16/2025	INVOICE	35869	TOWING	150.00	
12/16/2025	INVOICE	35880	TOWING	150.00	
12/16/2025	INVOICE	35910	TOWING	150.00	
12/16/2025	INVOICE	35912	TOWING	150.00	
Total:				900.00	
Net of 6 Invoices / 0 Checks				900.00	
11324	BENCHMARK GOVERNMENT SOLUTIONS LLC				
12/16/2025	INVOICE	23130	MEALS - PENNINGTON, VELAZQUEZ	866.20	
12/16/2025	INVOICE	22774	MEALS - PENNINGTON, VELAZQUEZ	1,267.35	
Total:				2,133.55	
Net of 2 Invoices / 0 Checks				2,133.55	
03256	BLACK HILLS ENERGY				
12/16/2025	INVOICE	0815 1921 72 DEC	2NATURAL GAS	610.12	
12/16/2025	INVOICE	6007 1329 48 DEC	2NATURAL GAS	1,762.23	
12/16/2025	INVOICE	6310 3990 85 DEC	2NATURAL GAS	451.84	
12/16/2025	INVOICE	7226 0844 98 DEC	2NATURAL GAS	219.94	
12/16/2025	INVOICE	8429 6210 02 DEC	2NATURAL GAS	670.77	
12/16/2025	INVOICE	0778 7198 98 DEC	2NATURAL GAS	161.62	
12/16/2025	INVOICE	1450 5796 12 DEC	2NATURAL GAS	149.42	
12/16/2025	INVOICE	2278 6168 20 DEC	2NATURAL GAS	73.89	
12/16/2025	INVOICE	3343 6679 78 DEC	2NATURAL GAS	67.03	
12/16/2025	INVOICE	4086 6115 74 DEC	2NATURAL GAS	67.03	
12/16/2025	INVOICE	4447 5106 07 DEC	2NATURAL GAS	183.97	
12/16/2025	INVOICE	4665 9615 35 DEC	2NATURAL GAS	65.31	
12/16/2025	INVOICE	5048 9157 09 DEC	2NATURAL GAS	79.11	
12/16/2025	INVOICE	5317 1214 84 DEC	2NATURAL GAS	76.75	
12/16/2025	INVOICE	5389 9420 88 DEC	2NATURAL GAS	99.49	
12/16/2025	INVOICE	5431 5180 01 DEC	2NATURAL GAS	126.11	
12/16/2025	INVOICE	5915 3548 20 DEC	2NATURAL GAS	102.25	
12/16/2025	INVOICE	6942 7542 63 DEC	2NATURAL GAS	172.62	
12/16/2025	INVOICE	7504 0422 35 DEC	2NATURAL GAS	92.77	
12/16/2025	INVOICE	9767 8260 47 DEC	2NATURAL GAS	61.88	
Total:				5,294.15	
Net of 20 Invoices / 0 Checks				5,294.15	
00917	BLACKSTONE PUBLISHING				
12/16/2025	INVOICE	2219009	CD	26.39	
12/16/2025	INVOICE	2219502	CD'S	182.26	
Total:				208.65	
Net of 2 Invoices / 0 Checks				208.65	
01147	BLACKSTRAP INC				
12/16/2025	INVOICE	159447	BRINE SALT	5,278.20	
Total:				5,278.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	5,278.20	
11148 12/16/2025	BOB MCDONALD GARAGE DOOR INVOICE	1313	REPLACE ALL WEATHER STRIP ON 4 INSULATED DO	940.56	
			Total:	940.56	
			Net of 1 Invoices / 0 Checks	940.56	
11476 12/16/2025	BOTANICAL FINDS ART LLC INVOICE	000089	ART WORK	1,500.00	
			Total:	1,500.00	
			Net of 1 Invoices / 0 Checks	1,500.00	
11478 12/16/2025	BROKEN GLASS CREATIONS LLC INVOICE	OCT-NOV 2025	EXHIBITION: UNBROKEN	112.00	
			Total:	112.00	
			Net of 1 Invoices / 0 Checks	112.00	
10604 12/16/2025	CASEY'S MAIL SERVICE LLC INVOICE	5227	WATER STATEMENTS	5,438.99	
12/16/2025	INVOICE	5243	LIBRARY/MEDIA MAIL	725.78	
12/16/2025	INVOICE	5217	PRINTING, INSERT, ENVELOPE, ADDRESSING	2,856.00	
12/16/2025	INVOICE	5218	BULK MAIL POSTAGE	2,183.96	
			Total:	11,204.73	
			Net of 4 Invoices / 0 Checks	11,204.73	
00060 12/16/2025	CDW GOVERNMENT INVOICE	AH2GA2Q	ADO ACROBAT STD	948.90	
			Total:	948.90	
			Net of 1 Invoices / 0 Checks	948.90	
11387 12/16/2025	CENGAGE LEARNING INC INVOICE	999101737235	MATERIALS	56.23	
12/16/2025	INVOICE	999101721963	PETERSONS TEST PREP, CHILTON LIBRARY 11/16/:	3,355.38	
			Total:	3,411.61	
			Net of 2 Invoices / 0 Checks	3,411.61	
10919 12/16/2025	CENTRAL PROGRAMS INC INVOICE	PINV149214	MATERIALS	220.49	
			Total:	220.49	
			Net of 1 Invoices / 0 Checks	220.49	
11477 12/16/2025	CHANDA BAKER INVOICE	OCT-NOV 2025	EXHIBITION: UNBROKEN	199.50	
			Total:	199.50	
			Net of 1 Invoices / 0 Checks	199.50	
10398 12/16/2025	CLAY HILLS AG INVOICE	138546	TRIUMPH	540.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	540.00	
			Net of 1 Invoices / 0 Checks	540.00	
00262 12/16/2025	CLUB PROPHET SYSTEMS INVOICE	INV3587947	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
			Total:	517.00	
			Net of 1 Invoices / 0 Checks	517.00	
02542 12/16/2025	CNC REPAIR LLC INVOICE	7824	TIRE REPAIR - VIN #2269	19.50	
12/16/2025	INVOICE	7840	LOF, AIR FILTER - VIN #8537	65.35	
12/16/2025	INVOICE	7847	BATTERY REMOVE & INSTALL - VIN #8539	55.00	
12/16/2025	INVOICE	7848	FENDER MOULDING - VIN #7979	475.22	
12/16/2025	INVOICE	7872	4 TIRES - VIN #4677	768.48	
12/16/2025	INVOICE	7898	LOF, GROUND WIRE BROKEN - VIN #6264	228.25	
12/16/2025	INVOICE	7907	LOF - VIN #0363	55.30	
12/16/2025	INVOICE	7906	LOF - VIN #9729	55.30	
12/16/2025	INVOICE	7908	LOF, AIR FILTER - VIN #4596	71.02	
12/16/2025	INVOICE	7913	LOF - VIN #6545	49.30	
12/16/2025	INVOICE	7935	TPMS SENSOR - VIN #8025	282.40	
			Total:	2,125.12	
			Net of 11 Invoices / 0 Checks	2,125.12	
03140 12/16/2025	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,060.00	
			Total:	1,060.00	
			Net of 1 Invoices / 0 Checks	1,060.00	
03141 12/16/2025	COLUMBUS COMMUNITY HOSPITAL INVOICE	000067009	RELEASE OF INFORMATION	20.00	
12/16/2025	INVOICE	10002274	CLIENT BILLING - FIRE DEPARTMENT	1,384.16	
			Total:	1,404.16	
			Net of 2 Invoices / 0 Checks	1,404.16	
00036 12/16/2025	COLUMBUS CUSTOM EMBROIDERY INVOICE	50461	FLEECE JACKET - MOORE	56.00	
			Total:	56.00	
			Net of 1 Invoices / 0 Checks	56.00	
01638 12/16/2025	COLUMBUS FAMILY RESOURCE CTR INVOICE	12/03/2025	MONTHLY LEASE PAYMENT	11,265.98	
			Total:	11,265.98	
			Net of 1 Invoices / 0 Checks	11,265.98	
03139 12/16/2025	COLUMBUS PLUMBING COMPANY INVOICE	0006056	SLOAN VALVE FOR URINAL	87.35	
			Total:	87.35	
			Net of 1 Invoices / 0 Checks	87.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11008 12/16/2025	CONFLUENCE INC INVOICE	33524	COLUMBUS NE DOWNTOWN SIGNAGE	6,116.26	
			Total:	6,116.26	
			Net of 1 Invoices / 0 Checks	6,116.26	
11482 12/16/2025	CONNOISSEUR MEDIA COLUMBUS INVOICE	CC-KK-1251129949	ADVERTISING	600.00	
			Total:	600.00	
			Net of 1 Invoices / 0 Checks	600.00	
02718 12/16/2025	CORE & MAIN LP INVOICE	Y218957	OMNI+ 2 R2 100CF	2,716.89	
12/16/2025	INVOICE	Y218988	3/4S IPERL+ 1000G	3,172.80	
12/16/2025	INVOICE	Y219010	1 IPERL+ 100CF	3,669.60	
12/16/2025	INVOICE	Y219071	510M M2 S/POINT	3,762.00	
12/16/2025	INVOICE	Y219085	510M M2 S/POINT	3,762.00	
12/16/2025	INVOICE	Y219102	510M M2 S/POINT	3,762.00	
12/16/2025	INVOICE	X872273	IPERL WARRANTY - PRORATE	385.74	
12/16/2025	INVOICE	Y168899	RUBBER DROP-IN METER GASKET	21.96	
12/16/2025	INVOICE	Y183973	IPERL WARRANTY - PRORATE	107.56	
			Total:	21,360.55	
			Net of 9 Invoices / 0 Checks	21,360.55	
03147 12/16/2025	CORNHUSKER PUBLIC POWER DIST INVOICE	415030005 DEC 25	ELECTRICITY	38.06	
12/16/2025	INVOICE	415030001 DEC 25	ELECTRICITY	73.28	
12/16/2025	INVOICE	415030008 DEC 25	ELECTRICITY	172.49	
12/16/2025	INVOICE	415030006 DEC 25	ELECTRICITY	195.00	
			Total:	478.83	
			Net of 4 Invoices / 0 Checks	478.83	
03149 12/16/2025	CULLIGAN OF COLUMBUS INVOICE	300002	EQUIPMENT - REVERSE OSMOSIS	33.00	
12/16/2025	INVOICE	300006	EQUIPMENT - REVERSE OSMOSIS	66.50	
12/16/2025	INVOICE	300085	EQUIPMENT - COOLER	12.00	
12/16/2025	INVOICE	299678	5 GALLON WATER DELIVERED	36.50	
12/16/2025	INVOICE	299018	WORK ORDER - REPAIR WATER SOFTENER	174.00	
			Total:	322.00	
			Net of 5 Invoices / 0 Checks	322.00	
11164 12/16/2025	DANIELS PRODUCE LLC INVOICE	11.01.2025-11.30.2	YARD WASTE REMOVAL 11/2/2025 - 11/30/2025	6,855.68	
			Total:	6,855.68	
			Net of 1 Invoices / 0 Checks	6,855.68	
11097 12/16/2025	DINGES FIRE COMPANY INVOICE	79746	VANGUARD FIRE GLOVES	2,018.87	
			Total:	2,018.87	
			Net of 1 Invoices / 0 Checks	2,018.87	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00374	DUNBAR DOUGLAS				
12/16/2025	INVOICE	12.01.2025	MONTHLY COMMISSIONS - GREEN FEES & CART REN'	2,615.87	
12/16/2025	INVOICE	12.01.2025	LIQUOR COMMISSIONS	3,455.14	
12/16/2025	INVOICE	12.01.2025	MONTHLY CONTRACT	7,234.86	
Total:				13,305.87	
Net of 3 Invoices / 0 Checks				13,305.87	
03158	EAKES OFFICE SOLUTIONS				
12/16/2025	INVOICE	9240678-1	INK CARTRIDGE	254.11	
12/16/2025	INVOICE	9243209-0	PENS, REMOVER, CORRECTION TAPE, NOTES	126.11	
12/16/2025	INVOICE	9243446-0	BINDER CLIPS	7.52	
12/16/2025	INVOICE	9243448-0	CARTRIDGE IJ	100.89	
12/16/2025	INVOICE	9244189-0	BADGE	14.36	
12/16/2025	INVOICE	9246731-0	CERTIFICATES	24.64	
12/16/2025	INVOICE	9247540-0	PAPER	94.20	
12/16/2025	INVOICE	9248317-1	LASER LABELS FOR HDM	39.58	
12/16/2025	INVOICE	9248089-0	POST-IT NOTES, PAPER	239.18	
12/16/2025	INVOICE	9248317-0	MEAL TICKETS, BUSINESS CARDS, HDM LABELS	151.13	
Total:				1,051.72	
Net of 10 Invoices / 0 Checks				1,051.72	
11244	EGAN SUPPLY CO				
12/16/2025	INVOICE	408654	LINERS, MINERAL SHOCK	165.00	
Total:				165.00	
Net of 1 Invoices / 0 Checks				165.00	
03161	ELECTRICAL ENGINEERING &				
12/16/2025	INVOICE	9028612-00	1/2 .75/.750 NMCRD CONN	7.58	
12/16/2025	INVOICE	9005065-00	QMA 1414-2039-000	10.00	
Total:				17.58	
Net of 2 Invoices / 0 Checks				17.58	
01597	ELECTRONIC ENGINEERING				
12/16/2025	INVOICE	855002504-1	HEAVY DUTY MICROPHONE	95.11	
12/16/2025	INVOICE	855002494-1	SHIPPING & HANDLING - FEDERAL SIGNAL EXPANS:	15.33	
Total:				110.44	
Net of 2 Invoices / 0 Checks				110.44	
11481	FANTASY DRONE SHOWS LLC				
12/16/2025	INVOICE	2025200	DRONE SHOW DEMONSTRATION	500.00	
Total:				500.00	
Net of 1 Invoices / 0 Checks				500.00	
00242	FIRST NATIONAL BANK OMAHA				
12/16/2025	INVOICE	ENG26-112025-1734	CENTRAL SQUARE ENGAGE 2026 TRAINING	1,998.00	
12/16/2025	INVOICE	1000082129	SCARLET HOTEL - BRAD HRUSKA	276.82	
12/16/2025	INVOICE	12.5.2025	MEALS - GRAND ISLAND TRAINING NLETC	498.71	
12/16/2025	INVOICE	10170538	IACP MEMBERSHIP DUES	220.00	
12/16/2025	INVOICE	11242025	HOMEFRONT PROTECTIVE GROUP	350.00	
12/16/2025	INVOICE	1000082130	SCARLET HOTEL	256.82	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	11.17.2025	OVERLIMIT FEE	39.00	
12/16/2025	INVOICE	0000167448	APWA - PUBLIC AGENCY MEMBERSHIP	1,024.00	
12/16/2025	INVOICE	1356253	NSPE - NATIONAL MEMBERSHIP	299.00	
12/16/2025	INVOICE	95929702	BOARD OF ENGINEERS - LICENSE TO PRACTIC CIV.	80.00	
12/16/2025	INVOICE	112-3577384-088743	AMAZON - ADIRPRO 3 POSITION SNAP LOCK	144.53	
12/16/2025	INVOICE	102117688	INTERNATIONAL CODE COUNCIL - BASIC CODE ENF	165.00	
12/16/2025	INVOICE	113-4903781-652500	AMAZON - HP COLOR LASER JET PRINTER	949.00	
12/16/2025	INVOICE	W020251201N0221	COLE-PARMER - DRYING CARTRIDGE, C18 DISKS W.	829.00	
12/16/2025	INVOICE	114-4508699-386103	AMAZON - MIGHTY MAX BATTERY 12 VOLT	133.99	
12/16/2025	INVOICE	1135377-IN	AMERICAN CUTTING EDGE - VERMEER MODEL	168.28	
12/16/2025	INVOICE	114-5140617-418423	AMAZON - CHRISTMAS SNOWFLAKE LIGHTS	647.92	
12/16/2025	INVOICE	114-6977418-222423	AMAZON - INTAKE MANIFOLD GASKET SET	33.99	
12/16/2025	INVOICE	561653	WALMART - TUMBLERS, 28 QT COOLER	177.79	
12/16/2025	INVOICE	702974	WALMART - UNCRST SANDWICH	20.92	
12/16/2025	INVOICE	447013	WALMART - TV MOUNT, 55 VIZIO TV	289.64	
12/16/2025	INVOICE	114-5850414-750422	AMAZON - VEVOR RETRACTABLE AIR HOSE REEL	197.66	
12/16/2025	INVOICE	114-8522357-088182	AMAZON - STEEL BILLET PULLEY PTO CLUTCH	289.99	
12/16/2025	INVOICE	114-4520275-052666	AMAZON - MIGHTY MAX BATTERY 12 VOLT	133.99	
12/16/2025	INVOICE	527738	PLATTE CO TREASURER - TITLE & REGISTRATION I	73.79	
12/16/2025	INVOICE	000298738	IAFC MEMBERSHIP	240.00	
12/16/2025	INVOICE	30360349	PEARSON - REVEL INSTANT ACCESS	93.99	
12/16/2025	INVOICE	11.17.2025	COLUMBUS TELEGRAM SUBSCRIPTION	33.99	
12/16/2025	INVOICE	11.14.2025	MEAL - TRAINING IN HASTINGS	20.74	
12/16/2025	INVOICE	114-7306005-208346	AMAZON - ACCENT CHAIR	221.99	
12/16/2025	INVOICE	9346	POAN 2025 HANDBOOKS - QM	180.00	
12/16/2025	INVOICE	HX0021729153	OAKLEY GLASSES - UHL QM	168.31	
12/16/2025	INVOICE	8068JOLMK	SHEEPDOG - MIC KIT - MEISINGER QM	215.23	
12/16/2025	INVOICE	56062	AKER - DUTY BELT - WHITE & LEVANDER - QM	236.80	
12/16/2025	INVOICE	HFWNKDTTT	SHEEPDOG - EARPIECE WHITE - QM	102.48	
12/16/2025	INVOICE	113-2250429-553066	AMAZON - FRONT & REAR SIGHTS BALESTERY - QM	74.99	
12/16/2025	INVOICE	113-0034683-568264	AMAZON - ICE CLEATS HESPEN - QM	21.65	
12/16/2025	INVOICE	113-6169736-415626	AMAZON - UNDERSHIRTS, LONG JOHNS MOORE - QM	59.58	
12/16/2025	INVOICE	XY01FYQE0	SHEEPDOG - BLUETOOTH EAR BUDS LOONTJER - QM	394.95	
12/16/2025	INVOICE	41081444292	RETURN - SHEEPDOG LOONTJER - QM	(208.51)	
12/16/2025	INVOICE	12122615800	PALMETTO - 10 ROUND MAGAZINE, SIGHT MAGDALEI	169.13	
12/16/2025	INVOICE	113-1402347-429460	AMAZON - LONG JOHNS, HEATED BEANIE & GLOVES	183.06	
12/16/2025	INVOICE	5188200	GOVX - STREAMLIGHT MCCLLOUD - QM	114.11	
12/16/2025	INVOICE	1493609	PREMIER TABLE LINENS - FITTED TABLE COVERS	143.95	
12/16/2025	INVOICE	112-2174373-449382	AMAZON - BLACK TONER	388.98	
12/16/2025	INVOICE	112-2550690-523141	AMAZON - TONER CARTRIDGE	298.20	
12/16/2025	INVOICE	112-3313202-071305	AMAZON - WIRELESS KEYBOARD/MOUSE	84.99	
12/16/2025	INVOICE	112-3883752-212825	AMAZON - LIGHTING CLAMP, OIL CHANGE MAT	102.95	
12/16/2025	INVOICE	112-7967834-143864	AMAZON - VHF ANTENNA	25.64	
12/16/2025	INVOICE	113-0576708-922588	AMAZON - GARMET STEAMER, CHAIR LEG FLOOR PR	96.56	
12/16/2025	INVOICE	113-2200179-052583	AMAZON - GEAR WRENCH IMPACT SOCKET SET	486.95	
12/16/2025	INVOICE	113-2880834-845300	AMAZON - DRY ERASE WHITEBOARD	180.49	
12/16/2025	INVOICE	113-3026068-567943	AMAZON - WATER FILTER CARTRIDGE	110.88	
12/16/2025	INVOICE	113-4230127-997380	AMAZON - NOTE PADS	9.18	
12/16/2025	INVOICE	113-4309371-698420	AMAZON - TAIL LIGHT ASSEMBLY, LED BULB	93.90	
12/16/2025	INVOICE	113-5148041-024742	AMAZON - GARAGE DOOR REMOTE, QUICK RELEASE I	38.83	
12/16/2025	INVOICE	113-6615311-409622	AMAZON - PHARMACOLOGY FOR THE PREHOSPITAL PI	123.88	
12/16/2025	INVOICE	113-7410335-227064	AMAZON - GARAGE DOOR REMOTE	44.25	
12/16/2025	INVOICE	113-8058065-008506	AMAZON - CORDLESS STICK VACUUM	59.49	
12/16/2025	INVOICE	113-9147055-962181	AMAZON - WATER FILTER REPLACEMENT	34.99	
12/16/2025	INVOICE	5419934912	GOOGLE WORKSPACE	12.00	
12/16/2025	INVOICE	113-6027800-735143	AMAZON - USB FLASH DRIVE	33.00	
12/16/2025	INVOICE	11202025	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	35.99	

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12/16/2025	INVOICE	95659690	PLATTE CO TREASURER - RURAL APPARATUS TITLE	10.25	
12/16/2025	INVOICE	141000085212	MCC BOOKSTORE	272.06	
12/16/2025	INVOICE	141000085211	MCC BOOKSTORE	272.06	
12/16/2025	INVOICE	000684	EMBROIDERY CONNECTION	136.96	
12/16/2025	INVOICE	297870	OOGA LIGHTS - FLICKERING FLAME BULB	285.95	
12/16/2025	INVOICE	INC0293679-S	HANNA INSTRUMENTS	272.83	
12/16/2025	INVOICE	183508	THE DOWNTOWN MUG - GIFT CARDS	80.00	
12/16/2025	INVOICE	169759	WALMART	135.70	
12/16/2025	INVOICE	41791792	PIZZA RANCH	111.39	
12/16/2025	INVOICE	563916	WALMART - COOKIES	8.24	
12/16/2025	INVOICE	912103	WALMART - BABY DOLL	7.74	
12/16/2025	INVOICE	964678	WALMART - GRAPES, BANANAS, STRAWBERRIES, MII	63.20	
12/16/2025	INVOICE	4169103062	BARNES & NOBLE	21.38	
12/16/2025	INVOICE	335182	THE DOWNTOWN MUG - GIFT CARD	15.00	
12/16/2025	INVOICE	112-4335662-439863	AMAZON - SHIPPING LABELS, LAMINATING SHEETS	44.62	
12/16/2025	INVOICE	113-2568375-246500	AMAZON - BOOK	29.14	
12/16/2025	INVOICE	113-2573844-924181	AMAZON - TYING BALLOONS	30.98	
12/16/2025	INVOICE	113-3912157-987064	AMAZON -	314.99	
12/16/2025	INVOICE	113-4239734-260266	AMAZON - WALL PADDING, FLOOR PUZZLE, CURTAIN	484.44	
12/16/2025	INVOICE	113-4733704-486026	AMAZON - BOOK	19.99	
12/16/2025	INVOICE	113-8551860-571302	AMAZON - TOY STORAGE ORGANIZER	139.99	
12/16/2025	INVOICE	41488279	PIZZA RANCH	102.95	
12/16/2025	INVOICE	1304273	SHUR-CO - MOTOR MT	110.66	
12/16/2025	INVOICE	75569711	ALIBRIS - BOOK	8.98	
12/16/2025	INVOICE	11292025	CONSTANT CONTACT	30.40	
12/16/2025	INVOICE	112-5463002-092900	AMAZON - PET TRAVEL CARRIER	30.60	
12/16/2025	INVOICE	112-7641180-059382	AMAZON - BUBBLE MAILERS	34.16	
12/16/2025	INVOICE	113-0312112-085623	AMAZON - BOOK	9.68	
12/16/2025	INVOICE	113-0465513-199864	AMAZON - DVD, TAPE	49.14	
12/16/2025	INVOICE	113-1294473-194666	AMAZON - BOOKS	125.22	
12/16/2025	INVOICE	113-1306766-240581	AMAZON - BOOK	15.68	
12/16/2025	INVOICE	113-1859567-228265	AMAZON - BOOK	5.99	
12/16/2025	INVOICE	113-3982618-296981	AMAZON - BOOKS, ADDRESS LABELS	323.59	
12/16/2025	INVOICE	113-5546968-889222	AMAZON - BOOKS	132.28	
12/16/2025	INVOICE	113-5843554-476745	AMAZON - PRINTABLE LABELS	22.94	
12/16/2025	INVOICE	113-7295797-815705	AMAZON - DISINFECTING WIPES	117.00	
12/16/2025	INVOICE	113-7908386-759384	AMAZON - BOOK	8.49	
12/16/2025	INVOICE	113-8956927-349465	AMAZON - GIFT CARD	15.00	
12/16/2025	INVOICE	113-4819320-269226	AMAZON - REFUND	(7.00)	
12/16/2025	INVOICE	113-5169963-417863	AMAZON - SCRATCH PADS	19.30	
12/16/2025	INVOICE	113-1145359-348504	AMAZON - CLIPBOARDS	18.30	
12/16/2025	INVOICE	113-8406246-360744	AMAZON - PORTABLE EXTERNAL HARD DRIVE	165.58	
12/16/2025	INVOICE	113-3323342-570904	AMAZON - PORTABLE EXTERNAL HARD DRIVE	263.96	
12/16/2025	INVOICE	113-5852496-539386	STAND FOR INDOOR FLAGPOLE	57.98	
12/16/2025	INVOICE	113-5826646-174580	AMAZON - PORTABLE EXTERNAL HARD DRIVE	527.92	
12/16/2025	INVOICE	113-0671184-344263	AMAZON - DVD-R BLANK DISCS	44.94	
12/16/2025	INVOICE	0-0021224672	AMERICAN RED CROSS - RESPONDING TO EMERGENC	40.00	
12/16/2025	INVOICE	113-9121270-736262	AMAZON - TRASH BAGS, USB C CABLE, IPHONE CH	118.00	
12/16/2025	INVOICE	209110	BEST WESTERN PLUS - KLEE	114.00	
12/16/2025	INVOICE	PKFWCNSA-0001	REFUND - PACKTRACK HANDLER SUBSCRIPTION	(140.00)	
Total:				19,148.08	
Net of 113 Invoices / 0 Checks				19,148.08	
00169	FRONTIER				
12/16/2025	INVOICE	30818802060523942	E911 PHONE CHARGES 11/30/25 TO 12/29/25	89.84	
12/16/2025	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	1,849.42	

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12/16/2025	INVOICE	40256277850209002	NWP 11/30 - 12/29	90.65	
			Total:	2,029.91	
			Net of 3 Invoices / 0 Checks	2,029.91	
03172	GALLS LLC				
12/16/2025	INVOICE	033291106	GEAR BAG, PDU SHIRT, PDU PANT, DUTY BELT	1,042.42	
12/16/2025	INVOICE	033160563	EAGLE INSIGNIA, SERGEANT CHEVRON	169.31	
12/16/2025	INVOICE	033193489	PDU SHIRTS	409.31	
			Total:	1,621.04	
			Net of 3 Invoices / 0 Checks	1,621.04	
02594	GREAT PLAINS BUILDING SUPPLY				
12/16/2025	INVOICE	2512-548046	TEMPERED HARDBOARD	47.98	
12/16/2025	INVOICE	2512-548240	2X4-10 ACQ TREATED	87.70	
			Total:	135.68	
			Net of 2 Invoices / 0 Checks	135.68	
02075	GREAT PLAINS COMMUNICATIONS				
12/16/2025	INVOICE	139461 4025624220	PHONE/INTERNET 12/16 -01/15	1,563.69	
			Total:	1,563.69	
			Net of 1 Invoices / 0 Checks	1,563.69	
10556	H2 EQUIPMENT LLC				
12/16/2025	INVOICE	INV-8160	USEAL, PISTON SEAL, SEAL KIT ASSY	164.16	
12/16/2025	INVOICE	INV-8154	ADAPTER FITTING, MALE COUPLER, SKID STEER C:	255.15	
			Total:	419.31	
			Net of 2 Invoices / 0 Checks	419.31	
00272	HAWKINS INC				
12/16/2025	INVOICE	7273556	CHEMICALS	5,481.37	
			Total:	5,481.37	
			Net of 1 Invoices / 0 Checks	5,481.37	
03185	HDR ENGINEERING INC				
12/16/2025	INVOICE	1200779063	NORTH WELL NO 20 DESIGN PHASE SERVICES	5,583.00	
			Total:	5,583.00	
			Net of 1 Invoices / 0 Checks	5,583.00	
01424	HEARTLAND NATURAL GAS LLC				
12/16/2025	INVOICE	165089	NATURAL GAS	1,306.83	
12/16/2025	INVOICE	165090	NATURAL GAS	242.32	
12/16/2025	INVOICE	165102	NATURAL GAS	1,482.93	
12/16/2025	INVOICE	165101	NATURAL GAS	77.71	
12/16/2025	INVOICE	165088	NATURAL GAS	277.85	
12/16/2025	INVOICE	165091	NATURAL GAS	125.91	
12/16/2025	INVOICE	165092	NATURAL GAS	38.02	
12/16/2025	INVOICE	165093	NATURAL GAS	31.18	
12/16/2025	INVOICE	165094	NATURAL GAS	174.61	
12/16/2025	INVOICE	165096	NATURAL GAS	521.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	165097	NATURAL GAS	1,841.66	
12/16/2025	INVOICE	165103	NATURAL GAS	847.04	
12/16/2025	INVOICE	165095	NATURAL GAS	105.23	
Total:				7,072.95	
Net of 13 Invoices / 0 Checks				7,072.95	
10975	HEARTLAND OFFICE CLEANERS				
12/16/2025	INVOICE	25158	DEC CLEANING SERVICE	520.00	
Total:				520.00	
Net of 1 Invoices / 0 Checks				520.00	
01724	HOBBY LOBBY				
12/16/2025	INVOICE	145409530	TOY'S & HOBBIES	72.42	
12/16/2025	INVOICE	145523223	FALL, ART	15.75	
Total:				88.17	
Net of 2 Invoices / 0 Checks				88.17	
11475	HOMETOWN INSURANCE AGENCY				
12/16/2025	INVOICE	R25-38	R25-38 NEIGHBORHOOD BEUTIFICATION GRANT	9,400.00	
Total:				9,400.00	
Net of 1 Invoices / 0 Checks				9,400.00	
00403	HOWERTER MD MARK S				
12/16/2025	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
12/16/2025	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	687.75	
Total:				1,303.75	
Net of 2 Invoices / 0 Checks				1,303.75	
03192	HY-VEE INC				
12/16/2025	INVOICE	580143620131	PUMPKIN PIES	27.98	
12/16/2025	INVOICE	580141056056	RITZ, PAPER PLATES, CAFE STYLE	22.53	
12/16/2025	INVOICE	580141058758	DELI CATERING	144.00	
Total:				194.51	
Net of 3 Invoices / 0 Checks				194.51	
02637	I/O SOLUTIONS INC.				
12/16/2025	INVOICE	C64646A	POLICE TESTS	125.00	
12/16/2025	INVOICE	C64632A	POLICE TESTS	125.00	
Total:				250.00	
Net of 2 Invoices / 0 Checks				250.00	
11473	IDEMIA IDENTITY & SECURITY USA LLC				
12/16/2025	INVOICE	185406	FINGERPRINT SCANNER	5,000.00	
Total:				5,000.00	
Net of 1 Invoices / 0 Checks				5,000.00	
10920	IMS ALLIANCE				
12/16/2025	INVOICE	25-2919	NAME TAGS	91.07	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Total:				91.07	
Net of 1 Invoices / 0 Checks				91.07	
03199	JACKSON SERVICES INC				
12/16/2025	INVOICE	5688468	SOAP SOY REG BOTTLE	26.00	
12/16/2025	INVOICE	5702537	MAT, UNIFORM	34.13	
12/16/2025	INVOICE	5702539	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	148.64	
12/16/2025	INVOICE	5702545	UNIFORMS	161.41	
12/16/2025	INVOICE	5702560	MAT, BAR TOWELS, SHOP TOWEL ORANGE	26.70	
12/16/2025	INVOICE	5702561	UNIFORMS	30.35	
12/16/2025	INVOICE	5702567	MOPS, MATS	64.19	
12/16/2025	INVOICE	5704232	UNIFORMS	107.38	
12/16/2025	INVOICE	5704265	MATS, ROLLER TOWELS, UNIFORMS	123.58	
12/16/2025	INVOICE	5702544	SHOP TOWELS ORANGE, UNIFORMS	310.64	
12/16/2025	INVOICE	5696047	BAR MOP, MICROFIBER TOWEL, APRON	58.34	
12/16/2025	INVOICE	5696051	UNIFORMS	29.28	
12/16/2025	INVOICE	5696052	UNIFORMS	82.71	
12/16/2025	INVOICE	5698049	UNIFORMS	301.74	
12/16/2025	INVOICE	5698050	UNIFORMS	161.41	
12/16/2025	INVOICE	5698059	UNIFORMS	93.05	
12/16/2025	INVOICE	5698060	UNIFORMS	107.38	
12/16/2025	INVOICE	5698061	MAT	3.30	
12/16/2025	INVOICE	5698062	UNIFORMS	30.35	
12/16/2025	INVOICE	5700522	UNIFORMS	29.19	
12/16/2025	INVOICE	5700535	MATS	90.75	
12/16/2025	INVOICE	5700542	UNIFORMS	82.61	
12/16/2025	INVOICE	5701611	MATS	48.65	
Total:				2,151.78	
Net of 23 Invoices / 0 Checks				2,151.78	
00523	JOHN DEERE FINANCIAL				
12/16/2025	INVOICE	5074837	GASKET, THERMOSTAT, WATER PUMP	474.77	
Total:				474.77	
Net of 1 Invoices / 0 Checks				474.77	
03202	KELLY SUPPLY COMPANY				
12/16/2025	INVOICE	S12309396-0	COMP ELL, CROSS BAR, PIPE NIPPLE, HEX BUSH	26.30	
12/16/2025	INVOICE	S12309430-0	FLANGE, FLANGE GASKET, PLASTIC PIPE	94.52	
Total:				120.82	
Net of 2 Invoices / 0 Checks				120.82	
02236	LANGUAGE LINE SERVICES INC				
12/16/2025	INVOICE	11779308	OVER THE PHONE INTERPRETATION	274.19	
12/16/2025	INVOICE	11770955	OVER THE PHONE INTERPRETATION	149.34	
Total:				423.53	
Net of 2 Invoices / 0 Checks				423.53	
02596	LAWSON PRODUCTS				
12/16/2025	INVOICE	9313043738	FLAT WASHER, NYLON INSERT LOCK NUT, HEX CAP	83.24	
12/16/2025	INVOICE	9313036044	PLUG CONTACTS, SOCKET SIZE 16	74.63	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	157.87	
			Net of 2 Invoices / 0 Checks	157.87	
10932	LIBRARY FURNITURE INTERNATIONAL LLC				
12/16/2025	INVOICE	2026-407-DEP	LIBRARY SHELVES	13,937.00	
			Total:	13,937.00	
			Net of 1 Invoices / 0 Checks	13,937.00	
00103	LINCOLN JOURNAL STAR				
12/16/2025	INVOICE	118-60003415	MINUTES, ORDINANCE, BIDS, MEETINGS	487.23	
12/16/2025	INVOICE	118-60106294	ADVERTISING	247.06	
			Total:	734.29	
			Net of 2 Invoices / 0 Checks	734.29	
00822	LINCOLN WINWATER WORKS				
12/16/2025	INVOICE	11599702	10 MACRO 2-BOLT CPLG	708.39	
			Total:	708.39	
			Net of 1 Invoices / 0 Checks	708.39	
03214	LOUP POWER DISTRICT				
12/16/2025	INVOICE	169004 DEC 25	ELECTRICITY	1,105.92	
12/16/2025	INVOICE	169005 DEC 25	ELECTRICITY	438.72	
12/16/2025	INVOICE	169009 DEC 25	ELECTRICITY	29.88	
12/16/2025	INVOICE	169014 DEC 25	ELECTRICITY	440.64	
12/16/2025	INVOICE	169016 DEC 25	ELECTRICITY	442.37	
12/16/2025	INVOICE	169017 DEC 25	ELECTRICITY	25.00	
12/16/2025	INVOICE	169018 DEC 25	ELECTRICITY	3.08	
12/16/2025	INVOICE	169019 DEC 25	ELECTRICITY	65.47	
12/16/2025	INVOICE	169020 DEC 25	ELECTRICITY	5.86	
12/16/2025	INVOICE	169022 DEC 25	ELECTRICITY	25.53	
12/16/2025	INVOICE	169023 DEC 25	ELECTRICITY	241.19	
12/16/2025	INVOICE	169024 DEC 25	ELECTRICITY	57.12	
12/16/2025	INVOICE	169026 DEC 25	ELECTRICITY	155.52	
12/16/2025	INVOICE	169027 DEC 25	ELECTRICITY	12.91	
12/16/2025	INVOICE	169028 DEC 25	ELECTRICITY	626.30	
12/16/2025	INVOICE	169029 DEC 25	ELECTRICITY	739.25	
12/16/2025	INVOICE	169030 DEC 25	ELECTRICITY	283.01	
12/16/2025	INVOICE	169031 DEC 25	ELECTRICITY	58.39	
12/16/2025	INVOICE	169033 DEC 25	ELECTRICITY	36.53	
12/16/2025	INVOICE	169036 DEC 25	ELECTRICITY	225.02	
12/16/2025	INVOICE	169038 DEC 25	ELECTRICITY	4,804.80	
12/16/2025	INVOICE	169039 DEC 25	ELECTRICITY	25.00	
12/16/2025	INVOICE	169041 DEC 25	ELECTRICITY	34.07	
12/16/2025	INVOICE	169043 DEC 25	ELECTRICITY	40.40	
12/16/2025	INVOICE	169044 DEC 25	ELECTRICITY	41.14	
12/16/2025	INVOICE	169048 DEC 25	ELECTRICITY	26.37	
12/16/2025	INVOICE	169050 DEC 25	ELECTRICITY	110.65	
12/16/2025	INVOICE	169053 DEC 25	ELECTRICITY	41.50	
12/16/2025	INVOICE	169056 DEC 25	ELECTRICITY	38.29	
12/16/2025	INVOICE	169058 DEC 25	ELECTRICITY	40.30	
12/16/2025	INVOICE	169061 DEC 25	ELECTRICITY	32.17	
12/16/2025	INVOICE	169062 DEC 25	ELECTRICITY	161.57	
12/16/2025	INVOICE	169064 DEC 25	ELECTRICITY	41.14	
12/16/2025	INVOICE	169065 DEC 25	ELECTRICITY	952.32	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	169066 DEC 25	ELECTRICITY	44.20	
12/16/2025	INVOICE	169069 DEC 25	ELECTRICITY	40.24	
12/16/2025	INVOICE	169072 DEC 25	ELECTRICITY	250.00	
12/16/2025	INVOICE	169073 DEC 25	ELECTRICITY	38.08	
12/16/2025	INVOICE	169074 DEC 25	ELECTRICITY	30.06	
12/16/2025	INVOICE	169077 DEC 25	ELECTRICITY	25.84	
12/16/2025	INVOICE	169080 DEC 25	ELECTRICITY	126.54	
12/16/2025	INVOICE	169081 DEC 25	ELECTRICITY	37.24	
12/16/2025	INVOICE	169082 DEC 25	ELECTRICITY	90.04	
12/16/2025	INVOICE	169083 DEC 25	ELECTRICITY	243.07	
12/16/2025	INVOICE	169084 DEC 25	ELECTRICITY	1,487.60	
12/16/2025	INVOICE	169085 DEC 25	ELECTRICITY	1,468.16	
12/16/2025	INVOICE	169086 DEC 25	ELECTRICITY	1,691.78	
12/16/2025	INVOICE	169087 DEC 25	ELECTRICITY	60.94	
12/16/2025	INVOICE	169089 DEC 25	ELECTRICITY	33.86	
12/16/2025	INVOICE	169090 DEC 25	ELECTRICITY	35.97	
12/16/2025	INVOICE	169091 DEC 25	ELECTRICITY	57.12	
12/16/2025	INVOICE	169092 DEC 25	ELECTRICITY	64.51	
12/16/2025	INVOICE	169093 DEC 25	ELECTRICITY	63.92	
12/16/2025	INVOICE	169094 DEC 25	ELECTRICITY	54.04	
12/16/2025	INVOICE	169096 DEC 25	ELECTRICITY	487.91	
12/16/2025	INVOICE	169097 DEC 25	ELECTRICITY	29.43	
12/16/2025	INVOICE	169098 DEC 25	ELECTRICITY	37.36	
12/16/2025	INVOICE	169107 DEC 25	ELECTRICITY	55.10	
12/16/2025	INVOICE	169112 DEC 25	ELECTRICITY	94.42	
12/16/2025	INVOICE	169116 DEC 25	ELECTRICITY	39.14	
12/16/2025	INVOICE	169118 DEC 25	ELECTRICITY	39.88	
12/16/2025	INVOICE	169120 DEC 25	ELECTRICITY	3,870.72	
12/16/2025	INVOICE	169121 DEC 25	ELECTRICITY	3,150.70	
12/16/2025	INVOICE	169122 DEC 25	ELECTRICITY	2,321.28	
12/16/2025	INVOICE	169123 DEC 25	ELECTRICITY	59.18	
12/16/2025	INVOICE	169124 DEC 25	ELECTRICITY	75.01	
12/16/2025	INVOICE	169125 DEC 25	ELECTRICITY	47.84	
12/16/2025	INVOICE	169126 DEC 25	ELECTRICITY	109.44	
12/16/2025	INVOICE	169127 DEC 25	ELECTRICITY	47.63	
12/16/2025	INVOICE	169130 DEC 25	ELECTRICITY	37.50	
12/16/2025	INVOICE	169131 DEC 25	ELECTRICITY	4.15	
12/16/2025	INVOICE	169132 DEC 25	ELECTRICITY	65.30	
12/16/2025	INVOICE	169133 DEC 25	ELECTRICITY	5,523.64	
12/16/2025	INVOICE	169135 DEC 25	ELECTRICITY	2,376.20	
12/16/2025	INVOICE	169136 DEC 25	ELECTRICITY	120.58	
12/16/2025	INVOICE	169137 DEC 25	ELECTRICITY	117.41	
12/16/2025	INVOICE	169138 DEC 25	ELECTRICITY	77.01	
12/16/2025	INVOICE	169139 DEC 25	ELECTRICITY	195.46	
12/16/2025	INVOICE	169140 DEC 25	ELECTRICITY	105.79	
12/16/2025	INVOICE	169141 DEC 25	ELECTRICITY	107.42	
12/16/2025	INVOICE	169142 DEC 25	ELECTRICITY	144.00	
12/16/2025	INVOICE	400001 DEC 25	ELECTRICITY	817.65	
12/16/2025	INVOICE	400002 DEC 25	ELECTRICITY	1,365.66	
12/16/2025	INVOICE	400003 DEC 25	ELECTRICITY	285.56	
12/16/2025	INVOICE	400004 DEC 25	ELECTRICITY	986.11	
12/16/2025	INVOICE	400005 DEC 25	ELECTRICITY	27.74	
12/16/2025	INVOICE	400006 DEC 25	ELECTRICITY	25.00	
12/16/2025	INVOICE	400008 DEC 25	ELECTRICITY	25.74	
12/16/2025	INVOICE	400009 DEC 25	ELECTRICITY	50.11	
12/16/2025	INVOICE	400010 DEC 25	ELECTRICITY	33.97	
12/16/2025	INVOICE	400011 DEC 25	ELECTRICITY	27.85	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	400012 DEC 25	ELECTRICITY	28.48	
12/16/2025	INVOICE	400013 DEC 25	ELECTRICITY	33.02	
12/16/2025	INVOICE	400015 DEC 25	ELECTRICITY	361.47	
12/16/2025	INVOICE	400016 DEC 25	ELECTRICITY	54.38	
12/16/2025	INVOICE	400017 DEC 25	ELECTRICITY	45.15	
12/16/2025	INVOICE	400018 DEC 25	ELECTRICITY	47.05	
12/16/2025	INVOICE	400019 DEC 25	ELECTRICITY	137.44	
12/16/2025	INVOICE	400020 DEC 25	ELECTRICITY	706.56	
12/16/2025	INVOICE	400023 DEC 25	ELECTRICITY	89.88	
12/16/2025	INVOICE	400024 DEC 25	ELECTRICITY	33.86	
12/16/2025	INVOICE	400025 DEC 25	ELECTRICITY	95.81	
12/16/2025	INVOICE	400026 DEC 25	ELECTRICITY	25.53	
12/16/2025	INVOICE	400028 DEC 25	ELECTRICITY	46.03	
12/16/2025	INVOICE	400029 DEC 25	ELECTRICITY	99.53	
12/16/2025	INVOICE	400030 DEC 25	ELECTRICITY	55.07	
12/16/2025	INVOICE	400031 DEC 25	ELECTRICITY	97.44	
12/16/2025	INVOICE	400032 DEC 25	ELECTRICITY	83.96	
12/16/2025	INVOICE	400033 DEC 25	ELECTRICITY	136.42	
12/16/2025	INVOICE	400034 DEC 25	ELECTRICITY	25.63	
12/16/2025	INVOICE	400036 DEC 25	ELECTRICITY	305.70	
12/16/2025	INVOICE	400037 DEC 25	ELECTRICITY	48.53	
12/16/2025	INVOICE	400039 DEC 25	ELECTRICITY	67.60	
12/16/2025	INVOICE	400040 DEC 25	ELECTRICITY	25,995.49	
12/16/2025	INVOICE	400041 DEC 25	ELECTRICITY	157.78	
12/16/2025	INVOICE	400042 DEC 25	ELECTRICITY	33.86	
12/16/2025	INVOICE	400044 DEC 25	ELECTRICITY	50.96	
12/16/2025	INVOICE	400046 DEC 25	ELECTRICITY	26.38	
12/16/2025	INVOICE	400047 DEC 25	ELECTRICITY	476.42	
12/16/2025	INVOICE	400048 DEC 25	ELECTRICITY	73.79	
12/16/2025	INVOICE	400049 DEC 25	ELECTRICITY	81.18	
12/16/2025	INVOICE	400051 DEC 25	ELECTRICITY	92.52	
12/16/2025	INVOICE	400052 DEC 25	ELECTRICITY	39.14	
12/16/2025	INVOICE	400055 DEC 25	ELECTRICITY	25.00	
12/16/2025	INVOICE	400057 DEC 25	ELECTRICITY	61.77	
12/16/2025	INVOICE	400059 DEC 25	ELECTRICITY	105.49	
12/16/2025	INVOICE	400060 DEC 25	ELECTRICITY	11,341.44	
12/16/2025	INVOICE	400061 DEC 25	ELECTRICITY	29.43	
12/16/2025	INVOICE	400062 DEC 25	ELECTRICITY	35.02	
12/16/2025	INVOICE	400063 DEC 25	ELECTRICITY	40.30	
12/16/2025	INVOICE	400065 DEC 25	ELECTRICITY	5,274.54	
12/16/2025	INVOICE	400068 DEC 25	ELECTRICITY	61.71	
12/16/2025	INVOICE	400069 DEC 25	ELECTRICITY	39.56	
12/16/2025	INVOICE	400070 DEC 25	ELECTRICITY	1,391.80	
12/16/2025	INVOICE	400071 DEC 25	ELECTRICITY	48.84	
12/16/2025	INVOICE	400072 DEC 25	ELECTRICITY	41.99	
12/16/2025	INVOICE	400073 DEC 25	ELECTRICITY	29.54	
12/16/2025	INVOICE	400075 DEC 25	ELECTRICITY	40.93	
12/16/2025	INVOICE	400076 DEC 25	ELECTRICITY	34.39	
12/16/2025	INVOICE	400077 DEC 25	ELECTRICITY	31.86	
12/16/2025	INVOICE	400079 DEC 25	ELECTRICITY	207.88	
12/16/2025	INVOICE	400081 DEC 25	ELECTRICITY	200.83	
12/16/2025	INVOICE	400083 DEC 25	ELECTRICITY	76.48	
12/16/2025	INVOICE	400084 DEC 25	ELECTRICITY	104.64	
12/16/2025	INVOICE	400085 DEC 25	ELECTRICITY	31.75	
12/16/2025	INVOICE	400088 DEC 25	ELECTRICITY	39.70	
12/16/2025	INVOICE	400089 DEC 25	ELECTRICITY	172.80	
12/16/2025	INVOICE	400090 DEC 25	ELECTRICITY	65.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	400091 DEC 25	ELECTRICITY	202.96	
12/16/2025	INVOICE	400092 DEC 25	ELECTRICITY	28.27	
12/16/2025	INVOICE	400093 DEC 25	ELECTRICITY	38.50	
12/16/2025	INVOICE	400094 DEC 25	ELECTRICITY	179.90	
12/16/2025	INVOICE	400095 DEC 25	ELECTRICITY	131.14	
12/16/2025	INVOICE	400096 DEC 25	ELECTRICITY	1,132.80	
12/16/2025	INVOICE	400097 DEC 25	ELECTRICITY	82.23	
12/16/2025	INVOICE	400098 DEC 25	ELECTRICITY	662.40	
12/16/2025	INVOICE	400099 DEC 25	ELECTRICITY	345.60	
12/16/2025	INVOICE	400100 DEC 25	ELECTRICITY	52.06	
12/16/2025	INVOICE	400102 DEC 25	ELECTRICITY	45.57	
12/16/2025	INVOICE	400103 DEC 25	ELECTRICITY	52.75	
12/16/2025	INVOICE	400101 DEC 25	ELECTRICITY	78.01	
12/16/2025	INVOICE	400105 DEC 25	ELECTRICITY	44.65	
12/16/2025	INVOICE	400106 DEC 25	ELECTRICITY	25.00	
12/16/2025	INVOICE	400104 DEC 25	ELECTRICITY	345.10	
Total:				92,967.68	
Net of 164 Invoices / 0 Checks				92,967.68	
03217	MAILBOX				
12/16/2025	INVOICE	122704	NEBRASKA PUBLIC HEALTH	13.71	
12/16/2025	INVOICE	122719	NEBRASKA PUBLIC HEALTH	13.71	
12/16/2025	INVOICE	122392	NEBRASKA PUBLIC HEALTH	14.04	
12/16/2025	INVOICE	122401	NEBRASKA PUBLIC HEALTH	14.58	
12/16/2025	INVOICE	122509	NEDEE WATER QUALITY DIVISION	23.94	
12/16/2025	INVOICE	122526	NEBRASKA PUBLIC HEALTH	13.76	
12/16/2025	INVOICE	122625	NEBRASKA PUBLIC HEALTH	14.58	
12/16/2025	INVOICE	122677	NEBRASKA PUBLIC HEALTH	18.27	
12/16/2025	INVOICE	122519	NEBRASKA LAW ENFORCEMENT TRAINING CENTER	13.88	
Total:				140.47	
Net of 9 Invoices / 0 Checks				140.47	
10708	MASTER TECH TRUCK & EQUIPMENT LLC				
12/16/2025	INVOICE	01P4704	BRASS NOZZLE, NOZZLE ASSY	366.76	
Total:				366.76	
Net of 1 Invoices / 0 Checks				366.76	
11470	MATTEO SAND & GRAVEL CO INC				
12/16/2025	INVOICE	32520	GOLF COURSE SAND	1,078.25	
Total:				1,078.25	
Net of 1 Invoices / 0 Checks				1,078.25	
03078	MCMaster-CARR				
12/16/2025	INVOICE	55743100	CONTROL CABLE	134.94	
Total:				134.94	
Net of 1 Invoices / 0 Checks				134.94	
00083	MECHANICAL SALES INC				
12/16/2025	INVOICE	61210	INSTALL NEW TEMP WELL	542.00	
Total:				542.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Net of 1 Invoices / 0 Checks				542.00	
03220	MENARDS				
12/16/2025	INVOICE	39429	DUSTER, SCRUB BRUSH, DRYING CLOTH, FLOOR SCI	106.38	
12/16/2025	INVOICE	39152	ICE MELT	103.92	
12/16/2025	INVOICE	39170	4' LCCT VPR TIGHT, SPARY PAINT, CNCTR, COVEI	107.25	
12/16/2025	INVOICE	39147	13W 27K 2-PIN QCFL GX23-2	25.88	
12/16/2025	INVOICE	39140	AIR FILTERS	103.87	
12/16/2025	INVOICE	39094	DRILL BIT SET	39.79	
12/16/2025	INVOICE	39099	3" CONSTR SCREW	35.96	
12/16/2025	INVOICE	39088	SAFETY HASP DBL HINGE, STEEL LNG SHKL	24.98	
12/16/2025	INVOICE	39286	9 PACK PET PUZZLE	19.99	
12/16/2025	INVOICE	38666	4X4 COVER, 8 WH 100' STR	37.67	
12/16/2025	INVOICE	38680	HOSE MENDER, Y CONNECT SHUT OFF, SILLCOCK	18.76	
12/16/2025	INVOICE	38662	SHELF, FAN, WIRE TWIST, TRI SHADE SAIL	117.95	
12/16/2025	INVOICE	38617	SPRAY PAINT, TIDE PODS	71.27	
12/16/2025	INVOICE	38746	WASHER, STRAP HINGE, SELF LOCK TAPE, RECIP I	90.37	
12/16/2025	INVOICE	38750	56' 8 DRAWER CHEST	699.99	
12/16/2025	INVOICE	38756	4X4 POST CONNECTOR, TAPCON 3/8, DRILL BIT	34.90	
12/16/2025	INVOICE	38741	MOUSE GLUE TRAP, MOUSE-X MICE KILLER	43.40	
12/16/2025	INVOICE	38825	PRIMER, SPRAYPAINT, SUPER GLUE, BRUSH, LACQI	70.09	
12/16/2025	INVOICE	38823	MAGNESIUM ANODE, PUMICE SCOURING STICK	64.98	
12/16/2025	INVOICE	38820	32 GAL CAN, SHOP LIGHTS, SHELF BRACKETS	28.37	
12/16/2025	INVOICE	38797	WOOD SCREWS, PF 20A GFCL, WOOD GLUE, STUD SI	72.04	
12/16/2025	INVOICE	38879	FPT PW ADAPTER, 6" POWER DRIVE BIT, PISTOL I	29.94	
12/16/2025	INVOICE	38877	YLW LOCK CORD, HOSE HANGERS, AIR TOOL OIL	509.08	
12/16/2025	INVOICE	38888	SPRAY PAINT, DRILL BIT SET, STAIN BLOCKING I	91.66	
12/16/2025	INVOICE	38862	CRACK FILLER, TROWEL, POTHOLE PATCH	90.38	
12/16/2025	INVOICE	38946	MAGNESIUM ANODE	23.99	
12/16/2025	INVOICE	38922	RESCUE TAPE, BLOCK & TACKLE, HOSE BARB, 1/4"	88.22	
Total:				2,751.08	
Net of 27 Invoices / 0 Checks				2,751.08	
02735	METROPOLITAN COMMUNITY COLLEGE				
12/16/2025	INVOICE	1165557	PATRICIA L HAWTHORNE - PARAMEDIC TUITION	1,608.50	
Total:				1,608.50	
Net of 1 Invoices / 0 Checks				1,608.50	
11213	MIDWEST AUTOMATIC FIRE SPRINKLER				
12/16/2025	INVOICE	2539501	ANNUAL FIRE SPRINKLER SYSTEM INSPECTION	495.00	
Total:				495.00	
Net of 1 Invoices / 0 Checks				495.00	
03224	MIDWEST LABORATORIES INC				
12/16/2025	INVOICE	1263719	TESTING & SUPPLIES	73.25	
Total:				73.25	
Net of 1 Invoices / 0 Checks				73.25	
03226	MIDWEST SERVICE & SALES CO				
12/16/2025	INVOICE	0037750	CENTER BLADE FOR CASE, PLOW BOLTS	856.95	
12/16/2025	INVOICE	0037751	5' WHITE PLASTIC FLEX POSTS	1,600.00	
12/16/2025	INVOICE	0037754	LOG CHAIN	195.00	
12/16/2025	INVOICE	0037797	CENTER & END BLADES FOR CASE	538.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	0037796	10' DRAG CHAIN	1,791.25	
			Total:	4,981.20	
			Net of 5 Invoices / 0 Checks	4,981.20	
00487	MIDWEST TAPE LLC				
12/16/2025	INVOICE	508110783	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, EBOOK	623.12	
			Total:	623.12	
			Net of 1 Invoices / 0 Checks	623.12	
00463	MIKE'S TOWING				
12/16/2025	INVOICE	40739	TOWING	150.00	
12/16/2025	INVOICE	40634	TOWING	150.00	
12/16/2025	INVOICE	40636	TOWING	225.00	
12/16/2025	INVOICE	40874	TOWING	150.00	
12/16/2025	INVOICE	40643	TOWING	150.00	
12/16/2025	INVOICE	40875	TOWING	150.00	
			Total:	975.00	
			Net of 6 Invoices / 0 Checks	975.00	
MISC	MUELLER SPRINKLERS				
12/16/2025	INVOICE	00014534	BD Payment Refund	22.00	
			Total:	22.00	
			Net of 1 Invoices / 0 Checks	22.00	
02299	MUNICIPAL SUPPLY INC OF OMAHA				
12/16/2025	INVOICE	0963010-IN	STEM PACKING	28.03	
			Total:	28.03	
			Net of 1 Invoices / 0 Checks	28.03	
10225	NAPA AUTO PARTS OF COLUMBUS				
12/16/2025	INVOICE	769286	BOOST 12V JUMP START	349.99	
12/16/2025	INVOICE	769192	SEALED BALL BEARING	18.20	
12/16/2025	INVOICE	769148	ANTI SPLASH MAT	14.90	
12/16/2025	INVOICE	769419	AIR SYSTEM ANTIFREEZE	116.76	
12/16/2025	INVOICE	769378	ADAPTER BEARING	79.38	
			Total:	579.23	
			Net of 5 Invoices / 0 Checks	579.23	
01224	NE ASSOC OF AIRPORT OFFICIALS				
12/16/2025	INVOICE	2026	2026 MEMBERSHIP NAAO DUES	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
00029	NEBRASKA STATE FIRE MARSHAL				
12/16/2025	INVOICE	2026-412	ANNUAL REGISTRATION FEE, PETROLEUM RELEASE 1	270.00	
12/16/2025	INVOICE	2026-863	ANNUAL REGISTRATION FEE, PETROLEUM RELEASE 1	405.00	
			Total:	675.00	
			Net of 2 Invoices / 0 Checks	675.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00850 12/16/2025	NEIGHBORWORKS INVOICE	NORTHEAST 12.16.2025	ANNUAL SUPPORT	15,000.00	
			Total:	15,000.00	
			Net of 1 Invoices / 0 Checks	15,000.00	
10518 12/16/2025	NORTHEAST COMMUNITY COLLEGE INVOICE	200081128	THEODORE J VAIGHN - PARAMEDIC	2,196.00	
			Total:	2,196.00	
			Net of 1 Invoices / 0 Checks	2,196.00	
03246 12/16/2025	NORTHEAST NEBRASKA ECONOMIC INVOICE	26272	OCTOBER 2025 ADMIN SERVICES	95.00	
			Total:	95.00	
			Net of 1 Invoices / 0 Checks	95.00	
03245 12/16/2025	NORTHEAST NEBRASKA SOLID INVOICE	113025	LANDFILL CHARGES	58,776.43	
			Total:	58,776.43	
			Net of 1 Invoices / 0 Checks	58,776.43	
03248 12/16/2025	NOVICKI FIRE PREVENTION SERVCS INVOICE	211-25	YEARLY INSPECTION	70.00	
			Total:	70.00	
			Net of 1 Invoices / 0 Checks	70.00	
03249 12/16/2025	OCCUPATIONAL HEALTH SERV INVOICE	83686	DRUG SCREEN, PHYSICAL CAPACITY TEST	389.00	
			Total:	389.00	
			Net of 1 Invoices / 0 Checks	389.00	
02852 12/16/2025	OLSON'S PEST TECHNICIANS INVOICE	488338	PEST CONTROL	85.00	
12/16/2025	INVOICE	488339	PEST CONTROL	55.00	
12/16/2025	INVOICE	488340	PEST CONTROL	90.00	
12/16/2025	INVOICE	488341	PEST CONTROL	60.00	
12/16/2025	INVOICE	488342	PEST CONTROL	75.00	
12/16/2025	INVOICE	490133	PEST CONTROL	63.00	
12/16/2025	INVOICE	488557	PEST CONTROL	75.00	
			Total:	503.00	
			Net of 7 Invoices / 0 Checks	503.00	
01451 12/16/2025	ONE CALL CONCEPTS INC INVOICE	5110145	LOCATES	206.39	
			Total:	206.39	
			Net of 1 Invoices / 0 Checks	206.39	
01307 12/16/2025	ONE SOURCE INVOICE	2022193841	BACKGROUND CHECK	57.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	57.00	
			Net of 1 Invoices / 0 Checks	57.00	
00176	O'REILLY AUTOMOTIVE INC				
12/16/2025	INVOICE	0681-375156	IGN WIRE SET, SPARK PLUG	183.45	
12/16/2025	INVOICE	0681-374967	WIPER BLADE	22.94	
			Total:	206.39	
			Net of 2 Invoices / 0 Checks	206.39	
10411	PAPER TIGER SHREDDING				
12/16/2025	INVOICE	228204	64 GALLON CONTAINER	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	
00139	PENWORTHY COMPANY				
12/16/2025	INVOICE	0613177-IN	MATERIALS	3,084.79	
			Total:	3,084.79	
			Net of 1 Invoices / 0 Checks	3,084.79	
00492	PERFORMANCE PAINT AND BODY SHOP INC				
12/16/2025	INVOICE	11167	REPAIR 2020 FREIGHTLINER	3,028.25	
			Total:	3,028.25	
			Net of 1 Invoices / 0 Checks	3,028.25	
00345	PETE LIEN & SONS INC.				
12/16/2025	INVOICE	CD99373575	QUICKLIME FINES	7,300.57	
			Total:	7,300.57	
			Net of 1 Invoices / 0 Checks	7,300.57	
03258	PETTY CASH				
12/16/2025	INVOICE	881726	PROPERTY LIENS	20.00	
12/16/2025	INVOICE	11.25.2025	PETTY CASH	119.72	
12/16/2025	INVOICE	881724	PROPERTY LIENS	46.00	
12/16/2025	INVOICE	12.16.2025	PETTY CASH RECEIPTS -POSTAGE & SUPPLIES	250.34	
			Total:	436.06	
			Net of 4 Invoices / 0 Checks	436.06	
11480	PHILIPS HEALTHCARE				
12/16/2025	INVOICE	9029064701	HEART START DEFIBRILLATOR	1,628.74	
			Total:	1,628.74	
			Net of 1 Invoices / 0 Checks	1,628.74	
00155	PLATTE COUNTY				
12/16/2025	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	4,183.86	
			Total:	4,183.86	
			Net of 1 Invoices / 0 Checks	4,183.86	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00758 12/16/2025	PLATTE COUNTY REGISTER OF INVOICE	46	ORDINANCE NO 25-18	16.00	
			Total:	16.00	
			Net of 1 Invoices / 0 Checks	16.00	
02085 12/16/2025	PLATTE COUNTY TREASURER INVOICE	0710172049	LOT 1 BLK C VITALITY VILLAGE	60.70	
			Total:	60.70	
			Net of 1 Invoices / 0 Checks	60.70	
01077 12/16/2025	PLATTE VALLEY COMMUNICATIONS INVOICE	102500071	BASE RADIO ANTENNA & SPEAKER IN SHOP	3,954.20	
12/16/2025	INVOICE	112500143	ADD 41 DISP 1 TO APX8000	230.00	
12/16/2025	INVOICE	122500040	INSTALL RADIO IN KENWORTH DUMP TRUCK	349.25	
12/16/2025	INVOICE	092500355	NEW FCC LICENSE	900.00	
			Total:	5,433.45	
			Net of 4 Invoices / 0 Checks	5,433.45	
10964 12/16/2025	PROVANTAGE ACCOUNTING INVOICE	9941695	HP 2YR PREMIUM ONSITE NOTEBOOK	1,872.00	
12/16/2025	INVOICE	9940298	HP S101 SPK BAR	850.00	
12/16/2025	INVOICE	9940422	HP TB4 ULTRA G6 DOCK	3,050.00	
12/16/2025	INVOICE	9940664	HP ELITE BBOK, HP SERIES 5 PRO HIEGHT SWIVE:	18,645.00	
			Total:	24,417.00	
			Net of 4 Invoices / 0 Checks	24,417.00	
00493 12/16/2025	PSYCHOLOGICAL RESOURCES INVOICE	2512073	PSYCHOLOGICAL EVALUATION	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
01470 12/16/2025	QC SUPPLY INVOICE	SPI-3065444	AG THERMOSTAT	57.99	
			Total:	57.99	
			Net of 1 Invoices / 0 Checks	57.99	
10416 12/16/2025	QUADIENT LEASING USA, INC. INVOICE	Q2110296	LEASE PAYMENT	681.00	
			Total:	681.00	
			Net of 1 Invoices / 0 Checks	681.00	
10294 12/16/2025	QUICK MED CLAIMS INVOICE	QINV00736	CLAIMS	903.18	
			Total:	903.18	
			Net of 1 Invoices / 0 Checks	903.18	
01279 12/16/2025	QUINN JEFF INVOICE	1225	MAGIC SHOW 12/19/25	400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
03264 12/16/2025	REARDON LAWN & GARDEN INC INVOICE	19281	GASKET SET	18.99	
			Total:	18.99	
			Net of 1 Invoices / 0 Checks	18.99	
10265 12/16/2025	ROAD BUILDERS MACHINERY AND SUPPLY INVOICE	S07199	HARNES PLUG NOT SEATED IN POWER RELAY BOX	1,399.31	
			Total:	1,399.31	
			Net of 1 Invoices / 0 Checks	1,399.31	
10643 12/16/2025	RUTT'S HEATING & A/C INC INVOICE	15215	CART BARN HEATER FAN - NEW BELT	409.35	
			Total:	409.35	
			Net of 1 Invoices / 0 Checks	409.35	
03270 12/16/2025	SAPP BROS COLUMBUS INC INVOICE	IN4872249	AMERIGUARD HYDRAULIC	577.75	
12/16/2025	INVOICE	IN4877755	FUEL	12,077.54	
12/16/2025	INVOICE	IN4879848	FUEL	6,066.06	
12/16/2025	INVOICE	IN4882134	FUEL	1,261.44	
12/16/2025	INVOICE	IN4882138	FUEL	1,787.06	
12/16/2025	INVOICE	IN4884523	AMERIGUARD HYDRAULIC, 110V PUMP	1,384.25	
12/16/2025	INVOICE	IN4887153	FUEL	5,039.19	
12/16/2025	INVOICE	IN4883485A	FUEL	1,660.00	
12/16/2025	INVOICE	IN4885084	PROPANE	773.50	
12/16/2025	INVOICE	83022903	MICKEEPER-CB, RETRACTABLE	26.99	
12/16/2025	INVOICE	IN4894830	SET PROPANE TANK & TRENCH LINE	6,678.11	
			Total:	37,331.89	
			Net of 11 Invoices / 0 Checks	37,331.89	
11302 12/16/2025	SCHAEFFER MFG COMPANY INVOICE	JTT1069-INV1	SYNFORCE GREEN GREASE, MOLY EP OIL TREATMEN'	810.98	
			Total:	810.98	
			Net of 1 Invoices / 0 Checks	810.98	
03271 12/16/2025	SCHIEFFER SIGNS INC INVOICE	50517	REFLECTIVE PRINT APPLIED TO SIGN	65.00	
			Total:	65.00	
			Net of 1 Invoices / 0 Checks	65.00	
00465 12/16/2025	SERVICEMASTER BY SHEVLIN INVOICE	12439	MONTHLY JANITORIAL SERVICES	2,559.00	
			Total:	2,559.00	
			Net of 1 Invoices / 0 Checks	2,559.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03277	SIPPLE, HANSEN, EMERSON,				
12/16/2025	INVOICE	1-00M SEPT 25	LEGAL SERVICES	2,155.25	
12/16/2025	INVOICE	1-00M OCT 25	LEGAL SERVICES	8,226.00	
			Total:	10,381.25	
			Net of 2 Invoices / 0 Checks	10,381.25	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
12/16/2025	INVOICE	INV-001071816	CISCO CAT 9120AX SERIES	5,805.32	
			Total:	5,805.32	
			Net of 1 Invoices / 0 Checks	5,805.32	
00134	SLIVA CHUCK				
12/16/2025	INVOICE	12.10.2025	MILEAGE - CLASS IN HARTINGTON NE	131.88	
			Total:	131.88	
			Net of 1 Invoices / 0 Checks	131.88	
11393	SRF CONSULTING GROUP INC				
12/16/2025	INVOICE	19201.00-6	QUIET ZONE ANALYSIS	926.24	
			Total:	926.24	
			Net of 1 Invoices / 0 Checks	926.24	
11294	STARGUARD ELITE LLC				
12/16/2025	INVOICE	INV/2025/02653	CERTIFICATIONS - STARGUARD LIFEGUARD	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
02510	STATE FIRE MARSHAL TRAINING				
12/16/2025	INVOICE	3454	HAZMAT OPERATIONS CERTIFICATIONS, INSTRUCTOI	550.00	
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	
03280	STATE OF NEBR DEPT OF REVENUE				
12/16/2025	INVOICE	11302025GOLF	SALES TAX - NOV 2025 GOLF	1,430.51	
12/16/2025	INVOICE	11302025POOLS	SALES TAX - NOV 2025 POOLS	242.48	
12/16/2025	INVOICE	11302025UTILITY	SALES TAX - NOV 2025 UTILITY	57,158.95	
			Total:	58,831.94	
			Net of 3 Invoices / 0 Checks	58,831.94	
11474	STEVE SMITH UPHOLSTERY				
12/16/2025	INVOICE	848430	REPAIR SEATS	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
00105	SUPER SAVER				
12/16/2025	INVOICE	130582	GROCERY, DRAIN STOPPER	15.84	
			Total:	15.84	
			Net of 1 Invoices / 0 Checks	15.84	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00110	SYSO LINCOLN				
12/16/2025	INVOICE	661636503	GROCERIES, FOAM CUPS, COFFEE	2,268.60	
12/16/2025	INVOICE	661659838	GROCERIES, TO GO CUPS AND LIDS	2,305.68	
12/16/2025	INVOICE	661671699	GROCERIES, COFFEE	1,317.39	
12/16/2025	INVOICE	661648137	GROCERIES, GLOVES, NAPKIN WRAPS, PLASTIC BA	2,027.05	
12/16/2025	INVOICE	661681093	GROCERIES, TRASH LINERS	1,861.88	
12/16/2025	INVOICE	16190148P	CREDIT - SALES ERROR- COLESLAW	(129.90)	
			Total:	9,650.70	
			Net of 6 Invoices / 0 Checks	9,650.70	
00313	T-BONE FUEL DELIVERY				
12/16/2025	INVOICE	11565	FUEL	10,476.44	
			Total:	10,476.44	
			Net of 1 Invoices / 0 Checks	10,476.44	
10997	T-BONE PD LLC				
12/16/2025	INVOICE	3566	PROPANE	137.95	
			Total:	137.95	
			Net of 1 Invoices / 0 Checks	137.95	
10987	THE GOLF SHOP				
12/16/2025	INVOICE	500	MONTHLY TERMINAL USAGE FEE NOV 2025	842.61	
			Total:	842.61	
			Net of 1 Invoices / 0 Checks	842.61	
03128	TIRE OUTLET INC				
12/16/2025	INVOICE	258480	REPAIR	20.00	
12/16/2025	INVOICE	258425	3 REPAIRS	105.00	
12/16/2025	INVOICE	258459	USED TIRE, REPAIR	210.00	
12/16/2025	INVOICE	258458	3 REPAIRS	105.00	
12/16/2025	INVOICE	258182	TIRE REPAIR	20.00	
12/16/2025	INVOICE	256804	TIRE	554.59	
			Total:	1,014.59	
			Net of 6 Invoices / 0 Checks	1,014.59	
02788	TITAN MACHINERY INC-FREMONT				
12/16/2025	INVOICE	S00271042-1	REPLACE CATALYST - CASE 621G	3,837.79	
			Total:	3,837.79	
			Net of 1 Invoices / 0 Checks	3,837.79	
01564	TOOLEY DRUG				
12/16/2025	INVOICE	01278852	GLUCOSE STRIPS	66.38	
			Total:	66.38	
			Net of 1 Invoices / 0 Checks	66.38	
03283	TRACTOR SUPPLY CREDIT PLAN				
12/16/2025	INVOICE	411915	FUEL HOSE	39.99	
12/16/2025	INVOICE	411939	PADDED RATCHET, GLOSS BLACK SPRAY	38.77	
12/16/2025	INVOICE	412846	CNL SHAFT COLLAR, CNL IPC TOP LINK PIN	28.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/16/2025	INVOICE	413034	MANUAL UNLEADED FUEL NOZZLE	64.99	
12/16/2025	INVOICE	413061	WING WIRE NUTS	4.99	
12/16/2025	INVOICE	413036	TIRE REPAIR PLUGS	9.99	
12/16/2025	INVOICE	413724	TPOST 5FT	21.45	
Total:				209.15	
Net of 7 Invoices / 0 Checks				209.15	
00550	TRUCK CENTER COMPANIES				
12/16/2025	INVOICE	XA111060223:01	SOCKET- HEADLAMP	3.34	
Total:				3.34	
Net of 1 Invoices / 0 Checks				3.34	
01413	TWIN RIVERS VETERINARY CLINIC				
12/16/2025	INVOICE	204030	VETERINARY CARE	305.00	
Total:				305.00	
Net of 1 Invoices / 0 Checks				305.00	
10948	VAN DYKE CARROLL				
12/16/2025	INVOICE	12.01.2025	OPEN/CLOSE CEMETERY GATES	175.00	
Total:				175.00	
Net of 1 Invoices / 0 Checks				175.00	
11146	VANDENBERG ELE & COMMUNICATIONS LLC				
12/16/2025	INVOICE	10741	RESET OPERATORS	378.00	
12/16/2025	INVOICE	10739	GERRARD PARK - TENNIS/PICKELBALL BAD LIGHTII	1,275.45	
Total:				1,653.45	
Net of 2 Invoices / 0 Checks				1,653.45	
11160	WAGNER CINDY				
12/16/2025	INVOICE	1634-32	PENNINGTON	64.00	
Total:				64.00	
Net of 1 Invoices / 0 Checks				64.00	
03154	WASTE CONNECTIONS OF NEBRASKA				
12/16/2025	INVOICE	7459098T054	GARBAGE SERVICE	691.53	
Total:				691.53	
Net of 1 Invoices / 0 Checks				691.53	
02124	WHITE CAP LP				
12/16/2025	INVOICE	50034422639	IMPACT WRENCH, LITHIUM-ION BATTERY W/CHARGEI	429.00	
Total:				429.00	
Net of 1 Invoices / 0 Checks				429.00	
invoices and 0 checks for 147 vendors:				838,740.50	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
121004	SAPP BROS COLUMBUS INC	11/17/2025	12/16/2025	6,066.06	6,066.06	Open	N
121008	SAPP BROS COLUMBUS INC	11/25/2025	12/16/2025	5,039.19	5,039.19	Open	N
121082	LOUP POWER DISTRICT	12/01/2025	12/16/2025	5,523.64	5,523.64	Open	N
121140	LOUP POWER DISTRICT	12/01/2025	12/16/2025	5,274.54	5,274.54	Open	N
121208	BLACKSTRAP INC	11/28/2025	12/16/2025	5,278.20	5,278.20	Open	N
121211	ARNOLD MOTOR SUPPLY	11/20/2025	12/16/2025	8,232.84	8,232.84	Open	N
121246	DUNBAR DOUGLAS	12/01/2025	12/16/2025	7,234.86	7,234.86	Open	N
121258	IDEMIA IDENTITY & SECURITY USA LLC	12/01/2025	12/16/2025	5,000.00	5,000.00	Open	N
121267	AQUA-PURE INC	12/01/2025	12/16/2025	8,590.18	8,590.18	Open	N
121284	HOMETOWN INSURANCE AGENCY	12/16/2025	12/16/2025	9,400.00	9,400.00	Open	N
121325	SIRIUS COMPUTER SOLUTIONS INC.	11/25/2025	12/16/2025	5,805.32	5,805.32	Open	N
121348	CASEY'S MAIL SERVICE LLC	11/30/2025	12/16/2025	5,438.99	5,438.99	Open	N
121397	HAWKINS INC	12/04/2025	12/16/2025	5,481.37	5,481.37	Open	N
121409	PETE LIEN & SONS INC.	12/04/2025	12/16/2025	7,300.57	7,300.57	Open	N
121423	DANIELS PRODUCE LLC	11/30/2025	12/16/2025	6,855.68	6,855.68	Open	N
121483	SIPPLE, HANSEN, EMERSON,	12/05/2025	12/16/2025	8,226.00	8,226.00	Open	N
121504	HDR ENGINEERING INC	12/04/2025	12/16/2025	5,583.00	5,583.00	Open	N
121644	CONFLUENCE INC	12/09/2025	12/16/2025	6,116.26	6,116.26	Open	N
121661	SAPP BROS COLUMBUS INC	12/01/2025	12/16/2025	6,678.11	6,678.11	Open	N
# of Invoices:	19	# Due:	19	Totals:	123,124.81	123,124.81	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					123,124.81	123,124.81	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			48,288.78	48,288.78		
	200 - STREETS/ENGINEERING			12,312.53	12,312.53		
	205 - AIRPORT			6,678.11	6,678.11		
	480 - COMMUNITY REDEVL AUTH			9,400.00	9,400.00		
	500 - UTILITY SERVICE			11,464.73	11,464.73		
	520 - WATER			22,058.92	22,058.92		
	570 - SOLID WASTE DIVISION			12,921.74	12,921.74		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			9,400.00	9,400.00		
	100 - GENERAL ADMINISTRATION			14,355.59	14,355.59		
	110 - POLICE			5,000.00	5,000.00		
	130 - LIBRARY			5,523.64	5,523.64		
	150 - PARKS			13,272.03	13,272.03		
	152 - AQUATIC CENTER POOL			1,451.33	1,451.33		
	155 - VAN BERG GOLF COURSE			2,387.56	2,387.56		
	156 - QUAIL RUN GOLF COURSE			6,298.63	6,298.63		
	200 - STREETS			12,312.53	12,312.53		
	205 - AIRPORT			6,678.11	6,678.11		
	500 - WASTEWATER COLLECTION			2,712.83	2,712.83		
	501 - WASTEWATER TREATMENT FAC			8,751.90	8,751.90		
	520 - WATER			22,058.92	22,058.92		
	570 - TRANSFER STATION			12,921.74	12,921.74		

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	AMAZON - DRY ERASE WHITEBOARD	180.49	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	10,381.25	
100-100-53200-CREAT	PROFESSIONAL SERVICES	BROKEN GLASS CREATIONS LLC	EXHIBITION: UNBROKEN	112.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	CHANDA BAKER	EXHIBITION: UNBROKEN	199.50	
100-100-53200-CREAT	PROFESSIONAL SERVICES	CONFLUENCE INC	COLUMBUS NE DOWNTOWN SIGNAGE	3,058.13	
100-100-53200-CREAT	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE	6.00	
100-100-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	199.27	
100-100-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	3,861.70	
100-100-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	WORK ORDER - REPAIR WATER SOFTENER	174.00	
100-100-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - WATER FILTER CARTRIDGE	145.87	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	90.75	
100-100-54310	BUILDING MAINTENANCE	MENARDS	MAGNESIUM ANODE, PUMICE SCOURING STICK	88.97	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-54380	MAINTENANCE AGREEMENTS	MIDWEST AUTOMATIC FIRE SP	ANNUAL FIRE SPRINKLER SYSTEM INSPECTION	495.00	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, ORDINANCE, BIDS, MEETINGS	457.72	
100-100-55900	MISCELLANEOUS	PETTY CASH	PROPERTY LIENS	66.00	
100-100-55920	MISC FEES	PLATTE COUNTY REGISTER OF	ORDINANCE NO 25-18	16.00	
100-100-55920-24041	MISC FEES	PLATTE COUNTY TREASURER	LOT 1 BLK C VITALITY VILLAGE	60.70	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - CORDLESS STICK VACUUM	59.49	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	INK CARTRIDGE	594.18	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CARTRIDGE	307.38	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	WATER STATEMENTS	13.33	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT LEASING USA, INC.	LEASE PAYMENT	681.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,376.20	
100-100-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	257.62	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	318.36	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	161.63	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	35.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	149.74	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	COLUMBUS TELEGRAM SUBSCRIPTION	69.98	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	102.25	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	105.23	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	367.82	
100-100-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NSPE - NATIONAL MEMBERSHIP	379.00	
100-100-56650	MEMBERSHIP DUES	NEIGHBORWORKS NORTHEAST	ANNUAL SUPPORT	15,000.00	
100-100-57200-23001	CAPITAL-LAND & BUILDINGS	CONFLUENCE INC	COLUMBUS NE DOWNTOWN SIGNAGE	3,058.13	
Total For Dept 100 GENERAL ADMINISTRATION				43,714.69	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - MIGHTY MAX BATTERY 12 VOLT	267.98	
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	92.77	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	77.71	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	94.42	
100-102-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	37.38	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	19.32	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	34.77	
Total For Dept 102 COLUMBUS AREA TRANSIT				679.35	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	7,773.53	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	3,492.45	
100-103-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	PREMIER TABLE LINENS - FITTED TABLE CC	143.95	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS SENIOR CENTER					
100-103-55900-III-C	MISCELLANEOUS	PETTY CASH	PETTY CASH RECEIPTS -POSTAGE & SUPPLIES	41.90	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.25	
100-103-56010-III-B	SUPPLIES	EAKES OFFICE SOLUTIONS	MEAL TICKETS, BUSINESS CARDS, HDM LABEL	21.59	
100-103-56010-III-B	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - GARMET STEAMER, CHAIR LEG FLOC	96.56	
100-103-56010-III-B	SUPPLIES	PETTY CASH	PETTY CASH RECEIPTS -POSTAGE & SUPPLIES	96.04	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, FOAM CUPS, COFFEE	41.20	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.25	
100-103-56010-III-C	SUPPLIES	EAKES OFFICE SOLUTIONS	LASER LABELS FOR HDM	169.12	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOP, MICROFIBER TOWEL, APRON	27.62	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERY, DRAIN STOPPER	3.18	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, FOAM CUPS, COFFEE	300.31	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	PETTY CASH	PETTY CASH RECEIPTS -POSTAGE & SUPPLIES	25.11	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOP, MICROFIBER TOWEL, APRON	30.72	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	PETTY CASH	PETTY CASH RECEIPTS -POSTAGE & SUPPLIES	25.10	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	30.11	
100-103-56300-III-C	FOOD COSTS	HY-VEE INC	PUMPKIN PIES	27.98	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERY, DRAIN STOPPER	12.66	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES, FOAM CUPS, COFFEE	9,141.48	
100-103-56400-III-B	PROGRAMS	PETTY CASH	PETTY CASH RECEIPTS -POSTAGE & SUPPLIES	62.19	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, FOAM CUPS, COFFEE	167.71	
Total For Dept 103 COLUMBUS SENIOR CENTER				21,797.01	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	189.78	
100-105-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	2,049.00	
100-105-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	37.38	
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	39.43	
Total For Dept 105 FINANCE				2,315.59	
Dept 106 CITY CLERK					
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	44.81	
Total For Dept 106 CITY CLERK				44.81	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	109.92	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	14.70	
Total For Dept 108 HUMAN RESOURCES				124.62	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BENCHMARK GOVERNMENT SOLUTIONS	MEALS - PENNINGTON, VELAZQUEZ	2,133.55	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CENTRAL SQUARE ENGAGE 2026 TRAINING	2,860.71	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	99.72	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	I/O SOLUTIONS INC.	POLICE TESTS	250.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MAILBOX	NEBRASKA LAW ENFORCEMENT TRAINING CENTE	13.88	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, PHYSICAL CAPACITY TEST	137.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECK	19.00	
100-110-52800	UNIFORMS	GALLS LLC	GEAR BAG, PDU SHIRT, PDU PANT, DUTY BEI	1,621.04	
100-110-52800	UNIFORMS	WAGNER CINDY	PENNINGTON	64.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	POAN 2025 HANDBOOKS - QM	1,711.78	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPITAL	RELEASE OF INFORMATION	20.00	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	274.19	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,183.86	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CLINIC	VETERINARY CARE	305.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	63.26	
100-110-54320	EQUIPMENT MAINTENANCE	NOVICKI FIRE PREVENTION SF	YEARLY INSPECTION	70.00	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	TIRE REPAIR - VIN #2269	2,125.12	
100-110-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	HEAVY DUTY MICROPHONE	95.11	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	90.00	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	900.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	975.00	
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	KEY BLK, KEY KWIKSET	48.92	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	STAND FOR INDOOR FLAGPOLE	136.02	
100-110-56010	SUPPLIES	MENARDS	ICE MELT	103.92	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - USB FLASH DRIVE	1,112.96	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,559.00	
100-110-56040	POSTAGE AND FREIGHT	ELECTRONIC ENGINEERING	SHIPPING & HANDLING - FEDERAL SIGNAL EX	15.33	
100-110-56050	FUEL	PETTY CASH	PETTY CASH	20.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	284.08	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	288.26	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,073.39	
100-110-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE OCT 22 - NOV 21	226.59	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	297.19	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	386.16	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	48.40	
100-110-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	IACP MEMBERSHIP DUES	220.00	
100-110-57510-25033	CAPITAL-EQUIPMENT	IDEMIA IDENTITY & SECURITY	FINGERPRINT SCANNER	5,000.00	
Total For Dept 110 POLICE				32,832.44	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAININ	HAZMAT OPERATIONS CERTIFICATIONS, INSTF	350.00	
100-120-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	63.26	
100-120-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	3,358.00	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	US FLAG	41.25	
100-120-54310	BUILDING MAINTENANCE	AIR VACUUM CORPORATION	AIR VAC-911 4 STAGE FILTER PACK	1,461.00	
100-120-54310	BUILDING MAINTENANCE	MENARDS	MOUSE GLUE TRAP, MOUSE-X MICE KILLER	21.70	
100-120-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	RESET OPERATORS	189.00	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	70.34	
100-120-54320	EQUIPMENT MAINTENANCE	MENARDS	SPRAY PAINT, TIDE PODS	11.72	
100-120-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BLUE -20 WWF I GAL	4.94	
100-120-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	PLATTE CO TREASURER - TITLE & REGISTRAT	84.04	
100-120-54330	VEHICLE MAINTENANCE	MENARDS	DUSTER, SCRUB BRUSH, DRYING CLOTH, FLOC	23.98	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	47.10	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	106.42	
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	DUSTER, SCRUB BRUSH, DRYING CLOTH, FLOC	58.99	
100-120-56190	PERSONAL PROTECTIVE SUPP	DINGES FIRE COMPANY	VANGUARD FIRE GLOVES	2,018.87	
100-120-56190	PERSONAL PROTECTIVE SUPP	IMS ALLIANCE	NAME TAGS	91.07	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	385.87	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	792.34	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,505.03	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNET -	15.53	
100-120-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE OCT 22 - NOV 21	125.64	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	51.46	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	49.47	
100-120-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	IAFC MEMBERSHIP	240.00	
Total For Dept 120 FIRE				11,167.02	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PEARSON - REVEL INSTANT ACCESS	898.95	
100-121-52700	TRAINING AND TUITION	METROPOLITAN COMMUNITY COLLEGE	PATRICIA L HAWTHORNE - PARAMEDIC TUITIC	1,608.50	
100-121-52700	TRAINING AND TUITION	NORTHEAST COMMUNITY COLLEGE	THEODORE J VAIGN - PARAMEDIC	2,196.00	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	687.75	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	CLAIMS	903.18	
100-121-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	US FLAG	41.24	
100-121-54310	BUILDING MAINTENANCE	AIR VACUUM CORPORATION	AIR VAC-911 4 STAGE FILTER PACK	1,461.00	
100-121-54310	BUILDING MAINTENANCE	MENARDS	MOUSE GLUE TRAP, MOUSE-X MICE KILLER	21.70	
100-121-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNICAT	RESET OPERATORS	189.00	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	70.33	
100-121-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BLUE -20 WWF I GAL	4.94	
100-121-54330	VEHICLE MAINTENANCE	MENARDS	DUSTER, SCRUB BRUSH, DRYING CLOTH, FLOC	23.98	
100-121-54330	VEHICLE MAINTENANCE	STEVE SMITH UPHOLSTERY	REPAIR SEATS	500.00	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	CLIENT BILLING - FIRE DEPARTMENT	1,384.16	
100-121-56010	SUPPLIES	TOOLEY DRUG	GLUCOSE STRIPS	66.38	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	47.10	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	106.41	
100-121-56030	CLEANING SUPPLIES/SERVICE	MENARDS	DUSTER, SCRUB BRUSH, DRYING CLOTH, FLOC	58.98	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	385.87	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	792.34	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,505.02	
100-121-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNET -	15.54	
100-121-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE OCT 22 - NOV 21	125.64	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	51.46	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET 12/16 -01/15	49.47	
Total For Dept 121 RESCUE				13,194.94	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAINING	HAZMAT OPERATIONS CERTIFICATIONS, INSTF	200.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				200.00	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	SCARLET HOTEL - BRAD HRUSKA	533.64	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	FLEECE JACKET - MOORE	56.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	BADGE	14.36	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, PHYSICAL CAPACITY TEST	115.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECK	19.00	
100-130-53400-FOUND	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WALL PADDING, FLOOR PUZZLE, CU	194.96	
100-130-53400-FOUND	COMPUTER SUPPORT/MAINT	LIBRARY FURNITURE INTERNATIONAL	LIBRARY SHELVES	13,937.00	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	126.52	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	6,147.00	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	AMAZON - SHIPPING LABELS, LAMINATING SF	50.39	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	247.06	
100-130-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	OVERLIMIT FEE	39.00	
100-130-56010-BUILD	SUPPLIES	BOTANICAL FINDS ART LLC	ART WORK	1,500.00	
100-130-56010-BUILD	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - SHIPPING LABELS, LAMINATING SF	24.44	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - SHIPPING LABELS, LAMINATING SF	97.08	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DVD, TAPE	12.35	
100-130-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - DISINFECTING WIPES	117.00	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	725.78	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,523.64	
100-130-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	37.38	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET 12/16 -01/15	155.56	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	149.74	
100-130-56400-ADULT	PROGRAMS	FANTASY DRONE SHOWS LLC	DRONE SHOW DEMONSTRATION	500.00	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON -	458.68	
100-130-56400-ADULT	PROGRAMS	QUINN JEFF	MAGIC SHOW 12/19/25	200.00	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	WALMART - COOKIES	100.48	
100-130-56400-CHILD	PROGRAMS	HOBBY LOBBY	FALL, ART	15.75	
100-130-56400-CHILD	PROGRAMS	MENARDS	9 PACK PET PUZZLE	19.99	
100-130-56400-CHILD	PROGRAMS	QUINN JEFF	MAGIC SHOW 12/19/25	200.00	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	THE DOWNTOWN MUG - GIFT CARDS	616.19	
100-130-56400-YASCH	PROGRAMS	HOBBY LOBBY	TOY'S & HOBBIES	72.42	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD	208.65	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENGAGE LEARNING INC	MATERIALS	56.23	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - PET TRAVEL CARRIER	30.60	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - BOOK	355.57	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PENWORTHY COMPANY	MATERIALS	3,084.79	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	CENGAGE LEARNING INC	PETERSONS TEST PREP, CHILTON LIBRARY 11	3,355.38	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, E	623.12	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	CENTRAL PROGRAMS INC	MATERIALS	220.49	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BARNES & NOBLE	474.16	
Total For Dept 130 LIBRARY				40,415.40	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	175.00	
100-140-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	WIPER BLADE	22.94	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	WINTER WORK GLOVES	19.99	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	477.86	
100-140-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	36.37	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	10.04	
100-140-57200-20038	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	ROSELAWN CEMETARY MAINT BLDG	42,751.62	
Total For Dept 140 CEMETERY				43,493.82	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-42135	Admin Fee	MUELLER SPRINKLERS	BD Payment Refund	2.00	
100-145-42170	Sprinkler System	MUELLER SPRINKLERS	BD Payment Refund	20.00	
100-145-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	INTERNATIONAL CODE COUNCIL - BASIC CODE	165.00	
100-145-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	75.91	
100-145-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	84.99	
100-145-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	2,720.60	
100-145-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - INTAKE MANIFOLD GASKET SET	33.99	
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, ORDINANCE, BIDS, MEETINGS	14.00	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CERTIFICATES	24.64	
100-145-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	182.86	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	34.77	
Total For Dept 145 COMMUNITY DEVELOPMENT				3,358.76	
Dept 150 PARKS					
100-150-52800	UNIFORMS	JACKSON SERVICES INC	MAT, UNIFORM	92.60	
100-150-53200	PROFESSIONAL SERVICES	NEBRASKA STATE FIRE MARSHAL	ANNUAL REGISTRATION FEE, PETROLEUM REL	270.00	
100-150-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	69.59	
100-150-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	2,384.80	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	DIAB RECIP 6", O-RING	42.04	
100-150-54310	BUILDING MAINTENANCE	ARNOLD MOTOR SUPPLY	CAP HI-RISE 4 POST LIFT	8,232.84	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	SLOAN VALVE FOR URINAL	87.35	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	WALMART - TV MOUNT, 55 VIZIO TV	289.64	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPPLY	TEMPERED HARDBOARD	135.68	
100-150-54310	BUILDING MAINTENANCE	MENARDS	3" CONSTR SCREW	224.59	
100-150-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNICATIONS	GERRARD PARK - TENNIS/PICKELBALL BAD LI	1,275.45	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	PM DEX/MERC ATF	73.56	
100-150-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - VEVOR RETRACTABLE AIR HOSE REF	487.65	
100-150-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	ADAPTER FITTING, MALE COUPLER, SKID STE	255.15	
100-150-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	CNL SHAFT COLLAR, CNL IPC TOP LINK PIN	28.97	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	AMERICAN CUTTING EDGE - VERMEER MODEL	816.20	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	MENARDS	4X4 COVER, 8 WH 100' STR	37.67	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	NUTS, BOLTS, SCREWS	178.81	
100-150-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	5,039.19	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	126.06	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	111.15	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,178.43	
100-150-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	110.12	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET 12/16 -01/15	39.43	
100-150-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	WALMART - TUMBLERS, 28 QT COOLER	177.79	
100-150-56400	PROGRAMS	HY-VEE INC	RITZ, PAPER PLATES, CAFE STYLE	166.53	
100-150-56400	PROGRAMS	PHILIPS HEALTHCARE	HEART START DEFIBRILLATOR	1,628.74	
Total For Dept 150 PARKS				25,580.03	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52700	TRAINING AND TUITION	STARGUARD ELITE LLC	CERTIFICATIONS - STARGUARD LIFEGUARD	240.00	
100-151-54310	BUILDING MAINTENANCE	MENARDS	SAFETY HASP DBL HINGE, STEEL LNG SHKL	94.87	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	172.62	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,391.80	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	99.18	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET 12/16 -01/15	38.72	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVENUE	SALES TAX - NOV 2025 POOLS	21.94	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,059.13	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	63.00	
100-152-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	CISCO CAT 9120AX SERIES	1,451.33	
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CENTER	ICE MELT	76.91	
100-152-54310	BUILDING MAINTENANCE	MENARDS	4' 1CCT VPR TIGHT, SPARY PAINT, CNCTR,	351.96	
100-152-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING & MECHANICAL	1/2 .75/.750 NMCRD CONN	17.58	
100-152-54320	EQUIPMENT MAINTENANCE	MCMMASTER-CARR	CONTROL CABLE	134.94	
100-152-54320	EQUIPMENT MAINTENANCE	MECHANICAL SALES INC	INSTALL NEW TEMP WELL	542.00	
100-152-54320	EQUIPMENT MAINTENANCE	MENARDS	AIR FILTERS	103.87	
100-152-56030	CLEANING SUPPLIES/SERVICE	EGAN SUPPLY CO	LINERS, MINERAL SHOCK	165.00	
100-152-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	48.65	
100-152-56090	SMALL TOOLS	MENARDS	DRILL BIT SET	39.79	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	670.77	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,482.93	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,804.80	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	102.92	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET 12/16 -01/15	34.77	
100-152-56300	FOOD COSTS	FIRST NATIONAL BANK OMAHA	WALMART - UNCRST SANDWICH	20.92	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVENUE	SALES TAX - NOV 2025 POOLS	220.54	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
Total For Dept 152 AQUATIC CENTER POOL				10,332.68	
Dept 155 VAN BERG GOLF COURSE					
100-155-53400	COMPUTER SUPPORT/MAINT	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNET -	104.00	
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	455.74	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	1,079.62	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,387.56	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	424.98	
100-155-53545	COMMISSION ON GOLF SIMULATOR	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	210.81	
100-155-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	FUEL HOSE	104.98	
100-155-54490	IRRIGATION MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	TPOST 5FT	21.45	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SPRAY PAINT, WIRE CUP, PTR TAPE	28.36	
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	212.63	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	19.36	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOV 2025 GOLF	550.20	
Total For Dept 155 VAN BERG GOLF COURSE				5,599.69	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, PHYSICAL CAPACITY TEST	137.00	
100-156-53200	PROFESSIONAL SERVICES	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
100-156-53200	PROFESSIONAL SERVICES	CULLIGAN OF COLUMBUS	EQUIPMENT - COOLER	48.50	
100-156-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	UNIFORMS	60.70	
100-156-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-156-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	CISCO CAT 9120AX SERIES	1,451.33	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	796.80	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	2,375.52	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,847.30	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	727.54	
100-156-54310	BUILDING MAINTENANCE	BOB MCDONALD GARAGE DOOR	REPLACE ALL WEATHER STRIP ON 4 INSULATE	940.56	
100-156-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	CART BARN HEATER FAN - NEW BELT	409.35	
100-156-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - LIGHTING CLAMP, OIL CHANGE MAI	102.95	
100-156-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	COMP ELL, CROSS BAR, PIPE NIPPLE, HEX E	26.30	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	ANTI SPLASH MAT	14.90	
100-156-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE REPAIR	20.00	
100-156-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	TIRE REPAIR PLUGS	9.99	
100-156-54350	GOLF CART/COURSE MAINT	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC, 110V PUMP	1,384.25	
100-156-54490	IRRIGATION MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	WING WIRE NUTS	4.99	
100-156-55400	ADVERTISING AND PROMOTION	CONNOISSEUR MEDIA COLUMBUS	ADVERTISING	600.00	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE NOV 2025	842.61	
100-156-56010	SUPPLIES	LOUP POWER DISTRICT	ELECTRICITY	73.79	
100-156-56010	SUPPLIES	MATTEO SAND & GRAVEL CO IN	GOLF COURSE SAND	1,078.25	
100-156-56010	SUPPLIES	MENARDS	56' 8 DRAWER CHEST	699.99	
100-156-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	PADDED RATCHET, GLOSS BLACK SPRAY	38.77	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	4,708.50	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	205.22	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,470.13	
100-156-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	36.37	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	102.92	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	38.72	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOV 2025 GOLF	880.31	
Total For Dept 156 QUAIL RUN GOLF COURSE				25,725.56	
Total For Fund 100 GENERAL FUND				282,635.54	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS ORANGE, UNIFORMS	539.92	
200-200-53200	PROFESSIONAL SERVICES	7M CLEANING SOLUTIONS LLC	CLEANING SERVICES	116.66	
200-200-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	12.65	
200-200-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	671.60	
200-200-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	CISCO CAT 9120AX SERIES	1,451.33	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
200-200-54310	BUILDING MAINTENANCE	PLATTE VALLEY COMMUNICATIO	NEW FCC LICENSE	300.00	
200-200-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CC	CENTER BLADE FOR CASE, PLOW BOLTS	856.95	
200-200-54330	VEHICLE MAINTENANCE	PLATTE VALLEY COMMUNICATIO	INSTALL RADIO IN KENWORTH DUMP TRUCK	349.25	
200-200-54450	STREET MAINTENANCE	MENARDS	CRACK FILLER, TROWEL, POTHOLE PATCH	90.38	
200-200-54460	LAND MAINTENANCE	MIDWEST SERVICE & SALES CC	5' WHITE PLASTIC FLEX POSTS	1,475.00	
200-200-55210	CLAIMS AND SETTLEMENTS	SCHIEFFER SIGNS INC	REFLECTIVE PRINT APPLIED TO SIGN	65.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	ADAPTER	36.26	
200-200-56010	SUPPLIES	AG SPRAY EQUIPMENT	2" POLY PUMP, ELBOW, MPT ADAPTER, NIPPI	452.38	
200-200-56010	SUPPLIES	BLACKSTRAP INC	BRINE SALT	5,278.20	
200-200-56010	SUPPLIES	CLAY HILLS AG	TRIUMPH	540.00	
200-200-56010	SUPPLIES	MASTER TECH TRUCK & EQUIPM	BRASS NOZZLE, NOZZLE ASSY	366.76	
200-200-56010	SUPPLIES	MIDWEST SERVICE & SALES CC	LOG CHAIN	195.00	
200-200-56010	SUPPLIES	SAPP BROS COLUMBUS INC	MICKEEPER-CB, RETRACTABLE	26.99	
200-200-56010	SUPPLIES	SCHAEFFER MFG COMPANY	SYNFORCE GREEN GREASE, MOLY EP OIL TREF	445.20	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	137.95	
200-200-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - HP COLOR LASER JET PRINTER	949.00	
200-200-56050	FUEL	NEBRASKA STATE FIRE MARSH/	ANNUAL REGISTRATION FEE, PETROLEUM RELE	405.00	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	12,077.54	
200-200-56050	FUEL	T-BONE FUEL DELIVERY	FUEL	10,476.44	
200-200-56090	SMALL TOOLS	WHITE CAP LP	IMPACT WRENCH, LITHIUM-ION BATTERY W/CH	214.50	
200-200-56120	TRAFFIC SIGNS	FIRST NATIONAL BANK OMAHA	OOGA LIGHTS - FLICKERING FLAME BULB	285.95	
200-200-56120	TRAFFIC SIGNS	MIDWEST SERVICE & SALES CC	5' WHITE PLASTIC FLEX POSTS	125.00	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	316.29	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	592.93	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	195.00	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	29,560.39	
200-200-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	109.11	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET 12/16 -01/15	58.06	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBR/	GARBAGE SERVICE	57.78	
200-200-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APWA - PUBLIC AGENCY MEMBERSHIP	341.33	
200-200-57200-22022	CAPITAL-LAND & BUILDINGS	SRF CONSULTING GROUP INC	QUIET ZONE ANALYSIS	926.24	
200-200-57200-25025	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	NORTH WELL NO 20 DESIGN PHASE SERVICES	5,583.00	
Total For Dept 200 STREETS				75,701.04	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS ORANGE, UNIFORMS	72.46	
200-202-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	HOLE SAW, BIT PILOT DRILL	20.99	
200-202-56010	SUPPLIES	SCHAEFFER MFG COMPANY	SYNFORCE GREEN GREASE, MOLY EP OIL TREF	188.90	
200-202-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	AMAZON - GEAR WRENCH IMPACT SOCKET SET	759.78	
200-202-56090	SMALL TOOLS	WHITE CAP LP	IMPACT WRENCH, LITHIUM-ION BATTERY W/CH	214.50	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	PLUG, BUSHING, TEE	22.15	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	OIL & AIR FILTER	407.54	
200-202-56130	SUPPLIES FOR RESALE	FIRST NATIONAL BANK OMAHA	AMAZON - TAIL LIGHT ASSEMBLY, LED BULB	93.90	
200-202-56130	SUPPLIES FOR RESALE	H2 EQUIPMENT LLC	USEAL, PISTON SEAL, SEAL KIT ASSY	164.16	
200-202-56130	SUPPLIES FOR RESALE	JOHN DEERE FINANCIAL	GASKET, THERMOSTAT, WATER PUMP	474.77	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	FLAT WASHER, NYLON INSERT LOCK NUT, HEX	157.87	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 202 MECHANICS SHOP					
200-202-56130	SUPPLIES FOR RESALE	MIDWEST SERVICE & SALES CC	CENTER & END BLADES FOR CASE	2,329.25	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMB	SEALED BALL BEARING	97.58	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	IGN WIRE SET, SPARK PLUG	183.45	
200-202-56130	SUPPLIES FOR RESALE	SCHAEFFER MFG COMPANY	SYNFORCE GREEN GREASE, MOLY EP OIL TREF	176.88	
Total For Dept 202 MECHANICS SHOP				5,364.18	
Total For Fund 200 STREETS/ENGINEERING				81,065.22	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	AUTOMOTIVE BULB	12.99	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	DEC CLEANING SERVICE	260.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	941.65	
205-205-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	72.74	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET 12/16 -01/15	20.08	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	566.40	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	48.40	
205-205-56650	MEMBERSHIP DUES	NE ASSOC OF AIRPORT OFFIC	2026 MEMBERSHIP NAAO DUES	250.00	
205-205-57200-26014	CAPITAL-LAND & BUILDINGS	SAPP BROS COLUMBUS INC	PROPANE	7,451.61	
Total For Dept 205 AIRPORT				9,623.87	
Total For Fund 205 AIRPORT				9,623.87	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE	6.00	
206-206-53200	PROFESSIONAL SERVICES	LINCOLN JOURNAL STAR	MINUTES, ORDINANCE, BIDS, MEETINGS	15.51	
Total For Dept 206 DOWNTOWN BID				21.51	
Total For Fund 206 DOWNTOWN BID				21.51	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	MEAL - TRAINING IN HASTINGS	20.74	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECK	19.00	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	150.00	
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	149.34	
220-220-54320	EQUIPMENT MAINTENANCE	PLATE VALLEY COMMUNICATIO	ADD 41 DISP 1 TO APX8000	230.00	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.00	
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - ACCENT CHAIR	221.99	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PENS, REMOVER, CORRECTION TAPE, NOTES	126.11	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	DEC CLEANING SERVICE	260.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	566.40	
220-220-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE OCT 22 - NOV 21	115.34	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 11/30/25 TO 12/29/25	470.39	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET 12/16 -01/15	86.39	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	48.40	
Total For Dept 220 E911				3,113.10	
Total For Fund 220 COMMUNICATIONS - E911				3,113.10	
Fund 240 HOUSING REHAB & LOANS					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	OCTOBER 2025 ADMIN SERVICES	95.00	
				<hr/>	
Total For Dept 240 HOUSING REHAB & LOANS				95.00	
				<hr/>	
Total For Fund 240 HOUSING REHAB & LOANS				95.00	
Fund 480 COMMUNITY REDEVL AUTH					
Dept 000					
480-000-21582	TIF PAY NEIGHBORHOOD BEAUT GRANT	HOMETOWN INSURANCE AGENCY	R25-38 NEIGHBORHOOD BEUTIFICATION GRANT	9,400.00	
				<hr/>	
Total For Dept 000				9,400.00	
				<hr/>	
Total For Fund 480 COMMUNITY REDEVL AUTH				9,400.00	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	322.82	
500-500-53200	PROFESSIONAL SERVICES	7M CLEANING SOLUTIONS LLC	CLEANING SERVICES	116.67	
500-500-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	9.49	
500-500-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	503.70	
500-500-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - GARAGE DOOR REMOTE, QUICK RELE	83.08	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
500-500-54320	EQUIPMENT MAINTENANCE	ARMOR EQUIPMENT	6" ROLLER CHAIN W/PLATES	318.49	
500-500-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BOOST 12V JUMP START	175.00	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATES	103.19	
500-500-54390	SYSTEM MAINTENANCE	PLATE VALLEY COMMUNICATIO	BASE RADIO ANTENNA & SPEAKER IN SHOP	4,254.20	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	WATER STATEMENTS	2,712.83	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DJ	ELECTRICITY	283.83	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,683.12	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
500-500-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	107.82	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	79.22	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	24.20	
500-500-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APWA - PUBLIC AGENCY MEMBERSHIP	341.33	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOV 2025 UTILITY	48,518.32	
				<hr/>	
Total For Dept 500 WASTEWATER COLLECTION				60,724.81	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	214.76	
500-501-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	63.26	
500-501-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	CISCO CAT 9120AX SERIES	1,451.33	
500-501-54310	BUILDING MAINTENANCE	MENARDS	13W 27K 2-PIN QCFL GX23-2	25.88	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	3.40	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	FLANGE, FLANGE GASKET, PLASTIC PIPE	94.52	
500-501-54320	EQUIPMENT MAINTENANCE	QC SUPPLY	AG THERMOSTAT	57.99	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	TESTING & SUPPLIES	73.25	
500-501-56010	SUPPLIES	MENARDS	HOSE MENDER, Y CONNECT SHUT OFF, SILLCC	48.70	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP SOY REG BOTTLE	56.00	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	7,300.57	
500-501-56100	LABORATORY	FIRST NATIONAL BANK OMAHA	COLE-PARMER - DRYING CARTRIDGE, C18 DIS	829.00	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,762.23	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,363.32	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	14,492.14	
500-501-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	72.74	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	109.92	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
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 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	24.74	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	109.04	
Total For Dept 501 WASTEWATER TREATMENT FAC				29,152.79	
Total For Fund 500 UTILITY SERVICE				89,877.60	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	SLIVA CHUCK	MILEAGE - CLASS IN HARTINGTON NE	131.88	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	165.32	
520-520-53200	PROFESSIONAL SERVICES	7M CLEANING SOLUTIONS LLC	CLEANING SERVICES	116.67	
520-520-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	72.75	
520-520-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	2,552.70	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	DURACELL BATTERY LITH	16.99	
520-520-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BOOST 12V JUMP START	174.99	
520-520-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	GASKET SET	18.99	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	10 MACRO 2-BOLT CPLG	708.39	
520-520-54390	SYSTEM MAINTENANCE	MUNICIPAL SUPPLY INC OF OM	STEM PACKING	28.03	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATES	103.20	
520-520-54390	SYSTEM MAINTENANCE	PLATTE VALLEY COMMUNICATI	NEW FCC LICENSE	300.00	
520-520-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BATTERY	14.10	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	BINDER CLIPS	7.52	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	WATER STATEMENTS	7,752.79	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	126.59	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - SOUTH & NORI	8,590.18	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	5,481.37	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	RUBBER DROP-IN METER GASKET	21.96	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	OMNI+ 2 R2 100CF	21,338.59	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	790.12	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	254.11	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	15,362.93	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
520-520-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	36.37	
520-520-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	296.87	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 12/16 -01/15	83.88	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	24.20	
520-520-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APWA - PUBLIC AGENCY MEMBERSHIP	341.34	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOV 2025 UTILITY	6,533.82	
Total For Dept 520 WATER				71,534.15	
Total For Fund 520 WATER				71,534.15	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	94.47	
560-560-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO ACROBAT STD	3.16	
560-560-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 2YR PREMIUM ONSITE NOTEBOOK	167.90	
560-560-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - ADIRPRO 3 POSITION SNAP LOCK	144.53	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOV 2025 UTILITY	2,106.81	
Total For Dept 560 STORMWATER UTILITY				2,516.87	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Total For Fund 560 STORMWATER UTILITY				2,516.87	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	216.63	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
570-570-54310	BUILDING MAINTENANCE	MENARDS	YLV LOCK CORD, HOSE HANGERS, AIR TOOL C	509.08	
570-570-54320	EQUIPMENT MAINTENANCE	ROAD BUILDERS MACHINERY AN	HARNESSE PLUG NOT SEATED IN POWER RELAY	1,399.31	
570-570-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	577.75	
570-570-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-FREMON	REPLACE CATALYST - CASE 621G	3,837.79	
570-570-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	SHUR-CO - MOTOR MT	110.66	
570-570-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	AIR SYSTEM ANTIFREEZE	116.76	
570-570-54330	VEHICLE MAINTENANCE	PERFORMANCE PAINT AND BOD	REPAIR 2020 FREIGHTLINER	3,028.25	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	3 REPAIRS	974.59	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	SOCKET- HEADLAMP	3.34	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	58,667.39	
570-570-54580	COMPOSTING	DANIELS PRODUCE LLC	YARD WASTE REMOVAL 11/2/2025 - 11/30/20	6,855.68	
570-570-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BLACK TONER	388.98	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	6,066.06	
570-570-56090	SMALL TOOLS	MENARDS	WASHER, STRAP HINGE, SELF LOCK TAPE, RE	90.37	
570-570-56190	PERSONAL PROTECTIVE SUPP	FIRST NATIONAL BANK OMAHA	AMAZON - VHF ANTENNA	25.64	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	952.32	
570-570-56240	TELEPHONE	AT&T MOBILITY	CELL PHONES OCT 22 - NOV 21	36.37	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET 12/16 -01/15	29.40	
Total For Dept 570 TRANSFER STATION				83,961.37	
Total For Fund 570 SOLID WASTE DIVISION				83,961.37	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,060.00	
Total For Dept 000				1,060.00	
Total For Fund 600 HEALTH INSURANCE				1,060.00	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	201,648.49	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	2,187.78	
Total For Dept 000				203,836.27	
Total For Fund 999 PAYROLL CLEARING				203,836.27	

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Fund Totals:

Fund 100	GENERAL FUND	282,635.54
Fund 200	STREETS/ENGINEE	81,065.22
Fund 205	AIRPORT	9,623.87
Fund 206	DOWNTOWN BID	21.51
Fund 220	COMMUNICATIONS	3,113.10
Fund 240	HOUSING REHAB	95.00
Fund 480	COMMUNITY REDEV	9,400.00
Fund 500	UTILITY SERVICE	89,877.60
Fund 520	WATER	71,534.15
Fund 560	STORMWATER UTII	2,516.87
Fund 570	SOLID WASTE DIV	83,961.37
Fund 600	HEALTH INSURANC	1,060.00
Fund 999	PAYROLL CLEARIN	203,836.27
Total For All Funds:		<u>838,740.50</u>

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS: None

7. PUBLIC HEARINGS

7.A. Public hearing - Application from Advanced Engineering Consulting Services on behalf of Meadow Ridge Properties, LLC for final plat and development agreement of Meadow Ridge Properties Addition (34th Street west of 53rd Avenue). (Planning Commission recommends approval.)

NOTICE OF HEARING

You are hereby notified that a public hearing before the council of the City of Columbus, NE, will be held on Monday, December 15, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Meadow Ridge Properties Addition, A tract of land located in Lots 7, 8, 9, 10, and Vacated Maiden Lane of Holman's Outlots to the City of Columbus, Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Westbrook Addition to the City of Columbus, Platte County, Nebraska; thence N 01°53'20" W, 30.04 feet; thence S 87°56'03" W, 66.83 feet; thence S 88°10'21" W, 363.59 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 01°58'02" E on said West line, 790.27 feet to a point on the North line of a tract of land described on Warranty Deed, Recorded in Book 197, Page 371; thence S 59°27'07" E on said North line, 102.00 feet; thence S 52°20'09" E on said North line, 446.15 feet to a point on the West line of said Westbrook Addition; thence N 01°55'39" W on said West line, 1098.86 feet to the Point of Beginning, containing 9.41 acres, more or less (34th Street west of 53rd Avenue) and at said time and place you may appear and be heard. In addition, you are hereby notified that at the same time and place, the city council will hold a separate public hearing as to whether said addition as described above should be included within the corporate limits of the city and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 12:04:25
Affidavit of Publication



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 3, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Meadow Ridge Properties Addition –Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Meadow Ridge Properties Addition as it is consistent with the Preliminary Plat approved by Planning Commission on November 10, 2025, and by City Council on November 17, 2025, and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The subdivision consists of two lots on an existing site property. The property is already zoned B2 accordingly for the proposed use. They will voluntarily annex as part of this platting process. Public improvements include a street, storm sewer, water and sanitary sewer. The public storm water runoff from 34th Street will flow into the Meadow Ridge development regional detention system.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Woschke

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

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

PRELIMINARY PLAT

FINAL PLAT

DATE: October 20, 2025

NAME OF SUBDIVISION: Meadow Ridge Properties ~~Subdivision~~ *Addition*

NAME OF PROPERTY OWNER: Meadow Ridge Properties, LLC

APPLICANT CONTACT INFORMATION:

NAME OF REPRESENTATIVE: Leanne Ritter, ACES

ADDRESS OF REPRESENTATIVE (to include City, State, Zip):
133 W. Washington Street, West Point, NE 68788

PHONE NUMBER: 402-372-1923

REPRESENTATIVE E-MAIL: lritter@acesne.com

NUMBER OF LOTS IN SUBDIVISION: 2

ADDRESS OF SUBDIVISION: Parcel #710028000

PROPERTY OWNER CONTACT INFORMATION:

NAME OF PROPERTY OWNER: Meadow Ridge Properties, LLC

ADDRESS OF PROPERTY OWNER (to include City, State, Zip):
4811 37th Street, Columbus, NE 68601

PHONE NUMBER: 402-562-1102

PROPERTY OWNER E-MAIL: charles@meadowridgeproperties.com

DEVELOPER INFORMATION:

NAME OF DEVELOPER: Same as Owner

ADDRESS (to include City, State, Zip):

PHONE NUMBER: _____

DEVELOPER E-MAIL: _____

SURVEYOR INFORMATION:

NAME OF SURVEYOR: Terry Schulz

SURVEYOR LICENSE NO.: 550

ADDRESS (to include City, State, Zip):

133 W. Washington Street, West Point, NE 68788

PHONE NUMBER: 402-372-1923

SURVEYOR E-MAIL: lr Ritter@acesne.com

ATTORNEY INFORMATION:

NAME OF ATTORNEY: Jason Mielak

ADDRESS (to include City, State, Zip):

3919 25th Street, Columbus, NE 68602

PHONE NUMBER: 402-942-9515

ATTORNEY E-MAIL: jason.mielak@fmflaw.com

I hereby apply for a Major Subdivision / Addition which follows the Columbus Land Development Ordinance requirements and have paid \$325.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Leanne R. Ritter

Owner or Owner's Representative

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

UP-TO-DATE INFORMATION CAN BE FOUND IN CHAPTER 2, ARTICLE 3 PROCEDURES AND

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

Once Recorded Return Document To:

Attn: Jason Mielak
Fehring & Mielak, LLP
3919 25th Street
Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Meadow Ridge Properties, LLC is the Owner of the following described real estate:

A tract of land located in Lots 7, 8, 9, 10, and Vacated Maiden Lane of Holman's Outlots to the City of Columbus, Platte County, Nebraska.

all of which is more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Westbrook Addition to the City of Columbus, Platte County, Nebraska; thence N 01°53'20" W, 30.04 feet; thence S 87°56'03" W, 66.83 feet; thence S 88°10'21" W, 363.59 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 01°58'02" E on said West line, 790.27 feet to a point on the North line of a tract of land described on Warranty Deed, Recorded in Book 197, Page 371; thence S 59°27'07" E on said North line, 102.00 feet; thence S 52°20'09" E on said North line, 446.15 feet to a point on the West line of said Westbrook Addition; thence N 01°55'39" W on said West line, 1098.86 feet to the Point of Beginning, containing 9.41 acres, more or less.

Said Owner has caused the above described real estate to be laid out into lots, blocks, streets, avenues, and easement areas belong to such Addition under the name of Meadow Ridge Properties Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, streets, avenues, and easements belonging to said Subdivision, a plat of which bearing the date of enter date in which plat was signed _____, 2025 and certified by Terry L. Schulz, RLS #550, is attached hereto.

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

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

IN WITNESS WHEREOF, the Owner named herein has executed these presents this ____ day of _____, 2025.

Meadow Ridge Properties, LLC
By: Charles Seadschlag, Authorized Member

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ___ day of _____, 2025, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Charles Seadschlag, Authorized Member on behalf of Meadow Ridge Properties, LLC, a Nebraska limited liability company, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be his voluntary act and deed.

Notary Public

(SEAL)

Please return to:
Attn: Jason Mielak
Fehring & Mielak, LLP
3919 25th Street
Columbus, NE 68601

MEADOW RIDGE PROPERTIES ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on ____ day of _____, 20 ____, by and between MEADOW RIDGE PROPERTIES, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Meadow Ridge Properties Addition, 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 9.41 acres of property.

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

SECTION I

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

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

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

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

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

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easement areas per plat (Exhibit "A") on a water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider, with

exception of water mains located in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

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

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

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

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

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

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

L. Subdivider agrees to pay all costs necessary to extend sanitary sewer system, water system and storm sewer that will service the property.

M. It is acknowledged in the Development Agreement that in the event Developer acquires ownership of that portion of the Timm Westbrook, LLC property more particularly described as Easement Premises and recorded in Book 261, Page 36 dated October 17, 2025, and further develops the remainder of the Addition, Developer agrees to dedicate said Easement Premises as public right-of-way. Subdivider, or their successors or assigns, will need to obtain said property or have the then owner

dedicate it as public right-of-way prior to subdividing Lot 2 if said further subdivision includes the Easement Premises or extending the private street to provide access to property not owned by Subdivider, or their successors or assigns.

N. Subdivider shall obtain a roadway and utility easement separate from this plat, but to be submitted concurrently, located in the southeast corner of Meadow Ridge Seventh Addition, Permanent Drainage Easement No. 2 (PID 710023310). Said easement shall be dimensions of 52.74 feet by 30 feet.

O. Subdivider hereby acknowledges that post-construction storm water runoff from City right-of-way will enter into the Meadow Ridge Seventh Addition, Permanent Drainage Easement #2, regional storm water treatment and detention facility system (STF) as a condition of this final plat. Subdivider agrees to grant and maintain said STF for such use with the understanding the City will not assume any responsibility for said STF treatment, maintenance, dredging, operation, reporting and permitting.

SECTION II

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

SECTION III

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

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

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

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

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

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

MEADOW RIDGE PROPERTIES, LLC

By _____
Authorized Representative

Dated this ____ day of _____, 20__.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

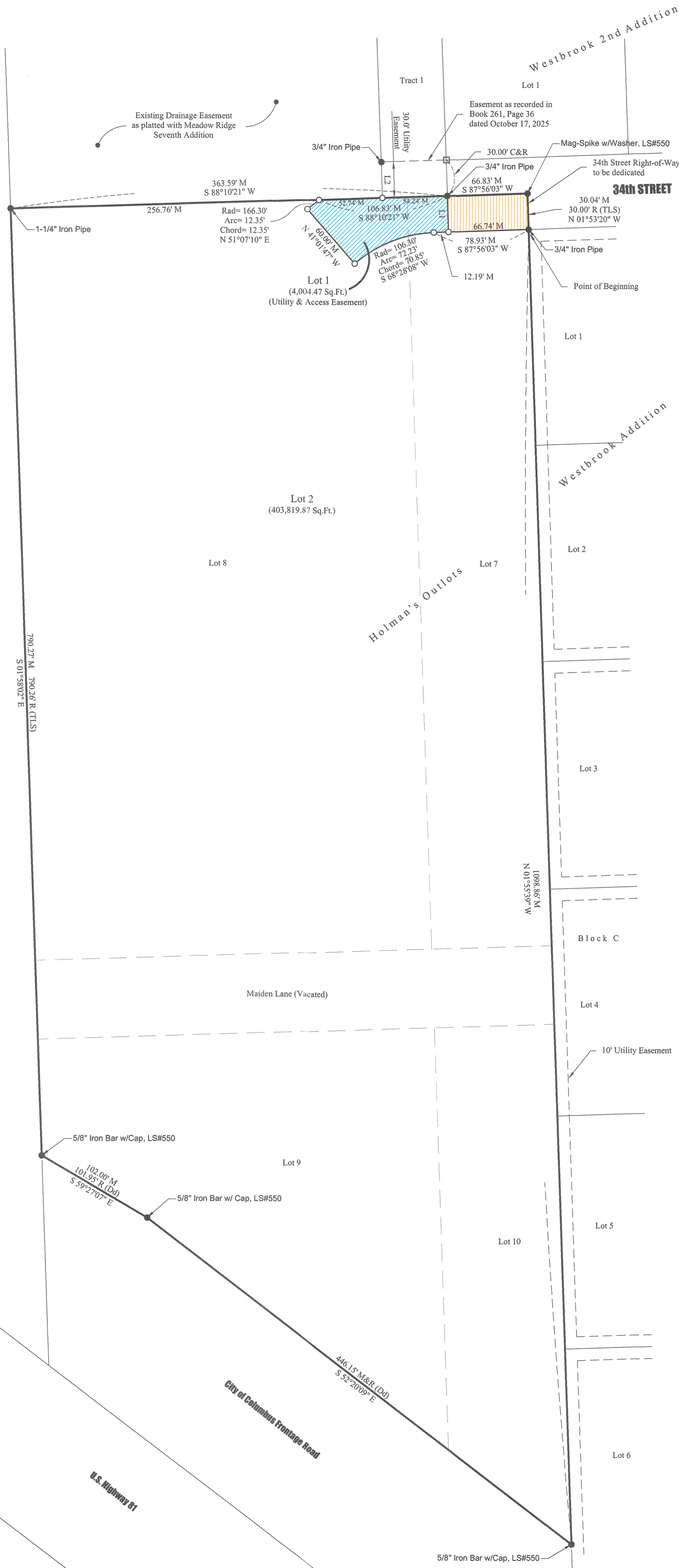
On this ____ day of _____, 20__, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

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

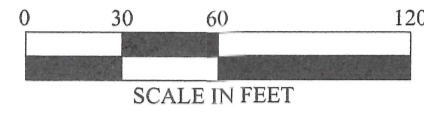
Notary Public

(My commission expires: _____)

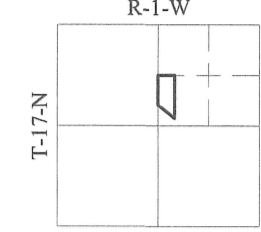
MEADOW RIDGE PROPERTIES ADDITION
Located in Lots 7, 8, 9, 10, and Vacated Maiden Lane of Holman's Outlots
to the City of Columbus, Platte County, Nebraska.



Drawn By: LRR
Date: November 18, 2025
Scale: 1"=60'
Project Number: S-071-194



Situation Sketch



SECTION 14
Platte County, Nebraska

DEVELOPER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwingman, PE
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz, LS
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

Line Data

L1	30.00' M, S 02°03'57" E
L2	40.00' M, N 02°07'45" W

- Property Corner Found (5/8" Iron Bar w/Cap, unless noted differently.)
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Property Corner
- M Measured Distance
- R Recorded Distance (Dd) Warranty Deed Book 197, Page 371 (TLS) Terry L. Schulz, RLS #550, dated December 30, 2013 & July 16, 2020.
- C Calculated Distance

LEGAL DESCRIPTION
A tract of land located in Lots 7, 8, 9, 10, and Vacated Maiden Lane of Holman's Outlots to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Westbrook Addition to the City of Columbus, Platte County, Nebraska; thence N 01°53'20" W, 30.04 feet; thence S 87°56'03" W, 66.83 feet; thence S 88°10'21" W, 363.59 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 01°58'02" E on said West line, 790.27 feet to a point on the North line of a tract of land described on Warranty Deed, Recorded in Book 197, Page 371; thence S 59°27'07" E on said North line, 102.00 feet; thence S 52°20'09" E on said North line, 446.15 feet to a point on the West line of said Westbrook Addition; thence N 01°55'39" W on said West line, 1098.86 feet to the Point of Beginning, containing 9.41 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, Nebraska Registered Land Surveyor No. 550, 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.

Terry L. Schulz
Terry L. Schulz, State of Nebraska, LS #550
Date: 11-19-2025



DEDICATION
We, Meadow Ridge Properties, LLC and Timm West Brook, LLC, owners of the described property, MEADOW RIDGE PROPERTIES ADDITION, hereby dedicate the streets, avenues, roads, and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as MEADOW RIDGE PROPERTIES ADDITION.

Meadow Ridge Properties, LLC
by Charles Seadschlag

Timm Westbrook, LLC
by William R. Timm

STATE OF NEBRASKA) ss
COUNTY OF PLATTE)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared Charles Seadschlag, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.
My Commission expires: _____
Notary Public _____

STATE OF _____) ss
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared William R. Timm, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.
My Commission expires: _____
Notary Public _____

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of MEADOW RIDGE PROPERTIES ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2025.

School Superintendent _____
COLUMBUS, NEBRASKA PLANNING COMMISSION
This Final Plat of MEADOW RIDGE PROPERTIES ADDITION to the City of Columbus, Nebraska is approved by the Planning Commission on this _____ day of _____, 2025.

Chairman _____
COLUMBUS, NEBRASKA CITY COUNCIL
This Final Plat of MEADOW RIDGE PROPERTIES ADDITION to the City of Columbus, Nebraska is approved by the City Council on this _____ day of _____, 2025.

Mayor _____ City Clerk _____

- 7.A.1. Public hearing - Determine whether Meadow Ridge Properties Addition should be included within the corporate city limits. (Planning Commission recommends approval.)
- 7.A.2. Resolution No. R25-151 approving final plat, development agreement, and bringing said addition into the corporate city limits.

DRAFT

RESOLUTION NO. R25-151

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 LOCATED IN LOTS 7, 8, 9, 10, AND VACATED MAIDEN LANE OF HOLMAN'S OUTLOTS TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, WESTBROOK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 01°53'20" W, 30.04 FEET; THENCE S 87°56'03" W, 66.83 FEET; THENCE S 88°10'21" W, 363.59 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S 01°58'02" E ON SAID WEST LINE, 790.27 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED ON WARRANTY DEED, RECORDED IN BOOK 197, PAGE 371; THENCE S 59°27'07" E ON SAID NORTH LINE, 102.00 FEET; THENCE S 52°20'09" E ON SAID NORTH LINE, 446.15 FEET TO A POINT ON THE WEST LINE OF SAID WESTBROOK ADDITION; THENCE N 01°55'39" W ON SAID WEST LINE, 1098.86 FEET TO THE POINT OF BEGINNING, CONTAINING 9.41 ACRES, MORE OR LESS; HEREINAFTER TO BE KNOWN AS MEADOW RIDGE PROPERTIES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF; APPROVING INCLUSION OF SAID PLAT INTO THE CITY CORPORATE LIMITS; APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MEADOW RIDGE PROPERTIES, LLC, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF SAID OWNER/SUBDIVIDER WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS Meadow Ridge Properties, LLC, is the owner of real estate described as follows:

A tract of land located in Lots 7, 8, 9, 10, and Vacated Maiden Lane of Holman's Outlots to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Westbrook Addition to the City of Columbus, Platte County, Nebraska; thence N 01°53'20" W, 30.04 feet; thence S 87°56'03" W, 66.83 feet; thence S 88°10'21" W, 363.59 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte

County, Nebraska; thence S 01°58'02" E on said West line, 790.27 feet to a point on the North line of a tract of land described on Warranty Deed, Recorded in Book 197, Page 371; thence S 59°27'07" E on said North line, 102.00 feet; thence S 52°20'09" E on said North line, 446.15 feet to a point on the West line of said Westbrook Addition; thence N 01°55'39" W on said West line, 1098.86 feet to the Point of Beginning, containing 9.41 acres, more or less,

all of which is presently a tract of land which is located all outside but contiguous to the corporate boundaries and 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 Meadow Ridge Properties Addition 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 addition, 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 Terry L. Schulz, Registered Land Surveyor, under the date of _____, 2025, which plat has been heretofore approved by the Columbus Planning Commission; and

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

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 001, 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 Meadow Ridge Properties Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said Addition with the Columbus, Nebraska, corporate limits, by a separate vote recommended approval thereof; and

WHEREAS, a Development Agreement has been prepared for said Addition 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 separate public hearings on the approval of the final plat of said Addition and on the inclusion of said Addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearing, by separate votes, approved said Final Plat and approved the inclusion thereof within the corporate boundary.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Meadow Ridge Properties Addition 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 the said area as so platted which was heretofore all outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such Addition shall be entitled to all rights and privileges, and subject to all the laws, rules, ordinances and regulations of the City of Columbus, Nebraska, and that the mayor and clerk be and hereby are authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it according to the Zoning Regulation of the City of Columbus, Nebraska, and that the Meadow Ridge Properties Addition 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 _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.B. Public hearing - Application from Advanced Engineering Consulting Services on behalf of Meadow Ridge Properties, LLC for final plat and development agreement of Meadow Ridge Twelfth Addition (extension of Grayhawk Place south of 43rd Street). (Planning Commission recommends approval.)

NOTICE OF HEARING

You are hereby notified that a public hearing before the council of the City of Columbus, NE, will be held on Monday, December 15, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Meadow Ridge Twelfth Addition, A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W on the North line of Tallgrass 2nd Addition and Meadow Ridge 2nd Addition to the City of Columbus, Platte County, Nebraska, 527.26 feet; thence N 01°42'52" W, 167.20 feet; thence N 25°48'59" E, 137.01 feet; thence N 88°06'27" E, 491.26 feet to the Northwest corner of Lot 8, Block B of said Meadow Ridge Eleventh Addition; thence S 02°13'45" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 88°07'09" W on the North Right-of-Way line of Grayhawk Place, 30.00 feet; thence S 02°15'10" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet to the Point of Beginning, containing 3.47 acres, more or less (extension of Grayhawk Place south of 43rd Street) and at said time and place you may appear and be heard. In addition, you are hereby notified that at the same time and place, the city council will hold a separate public hearing as to whether said addition as described above should be included within the corporate limits of the city and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 12:04:25
Affidavit of Publication



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 3, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Meadow Ridge Twelfth Addition – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Meadow Ridge Twelfth Addition as it is consistent with the Preliminary Plat approved by Planning Commission on November 10, 2025, and by City Council on November 17, 2025, and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The addition consists of 20 lots for residential use. It will be voluntary annexed and rezoned as part of the final plat process. Public improvements include a street with a cul-de-sac, storm sewer, water and sanitary sewer. A portion of the platted property is within the Special Flood Hazard Area (SFHA), AO Zone, of which the developer will provide a Floodplain Development permit and a Letter of Map Revisions based on Fill meeting FEMA Technical Bulletin 10 and State of Nebraska Department of Water, Energy, and Environment requirements. Post construction Elevation Certificates are required for those building locations within the SFHA

The layout including the continuation of Grayhawk Place is consistent with the regional layout provided by the developer.

A waiver of cul-de-sac length exceeding 350 feet was approved as part of the Preliminary Plat.

FISCAL IMPACT:

Minor cost 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
APPLICATION TYPE (CHECK BOX):**

PRELIMINARY PLAT

FINAL PLAT

DATE: November 18, 2025

NAME OF SUBDIVISION: Meadow Ridge Twelfth Addition

NAME OF PROPERTY OWNER: Meadow Ridge Properties, LLC

APPLICANT CONTACT INFORMATION:

NAME OF REPRESENTATIVE: ~~Charles Seadschlage~~ Leanne Ritter, ACES

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

~~4811 37th Street~~ 133 W. Washington St. West Point, NE 68788

PHONE NUMBER: ~~402-562-1102~~ 402-372-1923

REPRESENTATIVE E-MAIL: ~~charles@meadowridgeproperties.com~~ lritter@acesne.com

NUMBER OF LOTS IN SUBDIVISION: 20

ADDRESS OF SUBDIVISION: West of Meadow Ridge Eleventh Addition

PROPERTY OWNER CONTACT INFORMATION:

NAME OF PROPERTY OWNER: ~~Same as Applicant~~ Charles Seadschlage

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

4811 37th St Columbus NE 68601

PHONE NUMBER: 402-562-1102

PROPERTY OWNER E-MAIL: charles@meadowridgeproperties.com

DEVELOPER INFORMATION:

NAME OF DEVELOPER: Same as Applicant Property Owner

ADDRESS (to include City, State, Zip):

PHONE NUMBER: _____

DEVELOPER E-MAIL: _____

SURVEYOR INFORMATION:

NAME OF SURVEYOR: Terry L. Schulz

SURVEYOR LICENSE NO.: 550

ADDRESS (to include City, State, Zip):

133 W. Washington Street, West Point, NE 68788

PHONE NUMBER: 402-372-1923

SURVEYOR E-MAIL: lritter@acesne.com

ATTORNEY INFORMATION:

NAME OF ATTORNEY: Jason Mielak

ADDRESS (to include City, State, Zip):

3919 25th Street, Columbus, NE 68602

PHONE NUMBER: 402-563-9617

ATTORNEY E-MAIL: jason.mielak@fmflaw.com

I hereby apply for a Major Subdivision / Addition which follows the Columbus Land Development Ordinance requirements and have paid \$325.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Leanne R. Ritter

Owner or Owner's Representative

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

**UP-TO-DATE INFORMATION CAN BE FOUND IN CHAPTER 2, ARTICLE 3 PROCEDURES AND
ADMINISTRATION <https://www.columbusne.us/114/Land-Development-Zoning-Code>**

Once Recorded Return Document To:

Jason D. Mielak (NSBA #21049)
Fehring & Mielak, LLP
3919 25th St.
Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Meadow Ridge Properties, LLC is the Owner of the following described real estate:

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.

all of which is more particularly described as follows:

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W on the North line of Tallgrass 2nd Addition and Meadow Ridge 2nd Addition to the City of Columbus, Platte County, Nebraska, 527.26 feet; thence N 01°42'52" W, 167.20 feet; thence N 25°48'59" E, 137.01 feet; thence N 88°06'27" E, 491.26 feet to the Northwest corner of Lot 8, Block B of said Meadow Ridge Eleventh Addition; thence S 02°13'45" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 88°07'09" W on the North Right-of-Way line of Grayhawk Place, 30.00 feet; thence S 02°15'10" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet to the Point of Beginning, containing 3.47 acres, more or less.

Said Owner 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 Meadow Ridge Eleventh Addition 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 Addition, a plat of which bearing the date of _____, 2025, and certified by Terry L. Schulz, RLS #550, is attached hereto.

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

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

IN WITNESS WHEREOF, the Owner named herein has executed these presents this ____ day of _____, 2025.

Meadow Ridge Properties, LLC
By: Charles Seedschlag, Authorized Member

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ___ day of _____, 2025, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Charles Seedschlag, Authorized Member on behalf of Meadow Ridge Properties, LLC, a Nebraska limited liability company, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be his voluntary act and deed.

Notary Public

(SEAL)

Please return to:

Jason D. Mielak, Fehringer & Mielak, LLP, 3919 25th St., Columbus, NE 68601
jason.mielak@fmflaw.com

MEADOW RIDGE TWELFTH ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on [REDACTED] day of [REDACTED], 2025, by and between MEADOW RIDGE PROPERTIES, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Meadow Ridge Twelfth Addition 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 3.47 acres of property.

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

SECTION I

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

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

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

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

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

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easement areas per plat (Exhibit "A") on a water plan prepared by a Nebraska Licensed Civil Engineer. The water main will be extended to the northwest in a future development to provide a looped system. The Subdivider shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than the

size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

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

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

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

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

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

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

L. Subdivider agrees to pay all costs necessary to extend sanitary sewer system, water system and storm sewer that will service the property.

M. Subdivider agrees to complete and submit to the City a Floodplain Development Permit prior to any disturbance or work within the Federal Emergency Management Agency (FEMA) designated floodplain in Block A, Lots 1 through 9 and Lots 15 through 19. Said lots must be in compliance with the FEMA Technical Bulletin 10, City Floodplain Ordinance and regulations in the Columbus Land Development Ordinance (CLDO), and State of Nebraska Floodplain Regulations. Elevation certificates are required after construction and for each residence to verify compliance.

N. Subdivider acknowledges the Meadow Ridge Twelfth Addition final plat dedicates drainage easements located west and northwest of the platted lots for drainage and stormwater treatment facility purposes for said Addition, including runoff from outside of this development into these areas. Subdivider agrees to construct all of the stormwater drainage ditches, grading, pipes, overflow system and storm water treatment facilities prior to the sale of any lot or prior to any receipt of any building permits in said Addition. Mowing, weed control, tree control, and general maintenance along with periodic cleaning, dredging, shaping or other maintenance of said drainage and storm water treatment facility systems shall be undertaken by Subdivider or a filed Homeowner's Association established by the Subdivider, so that the drainage and stormwater treatment facility systems continue to provide adequate and City acceptable drainage and treatment for said Addition and is aesthetical appropriate for the residential area in accordance with City Ordinances and Code.

SECTION II

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

SECTION III

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

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

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

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

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

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

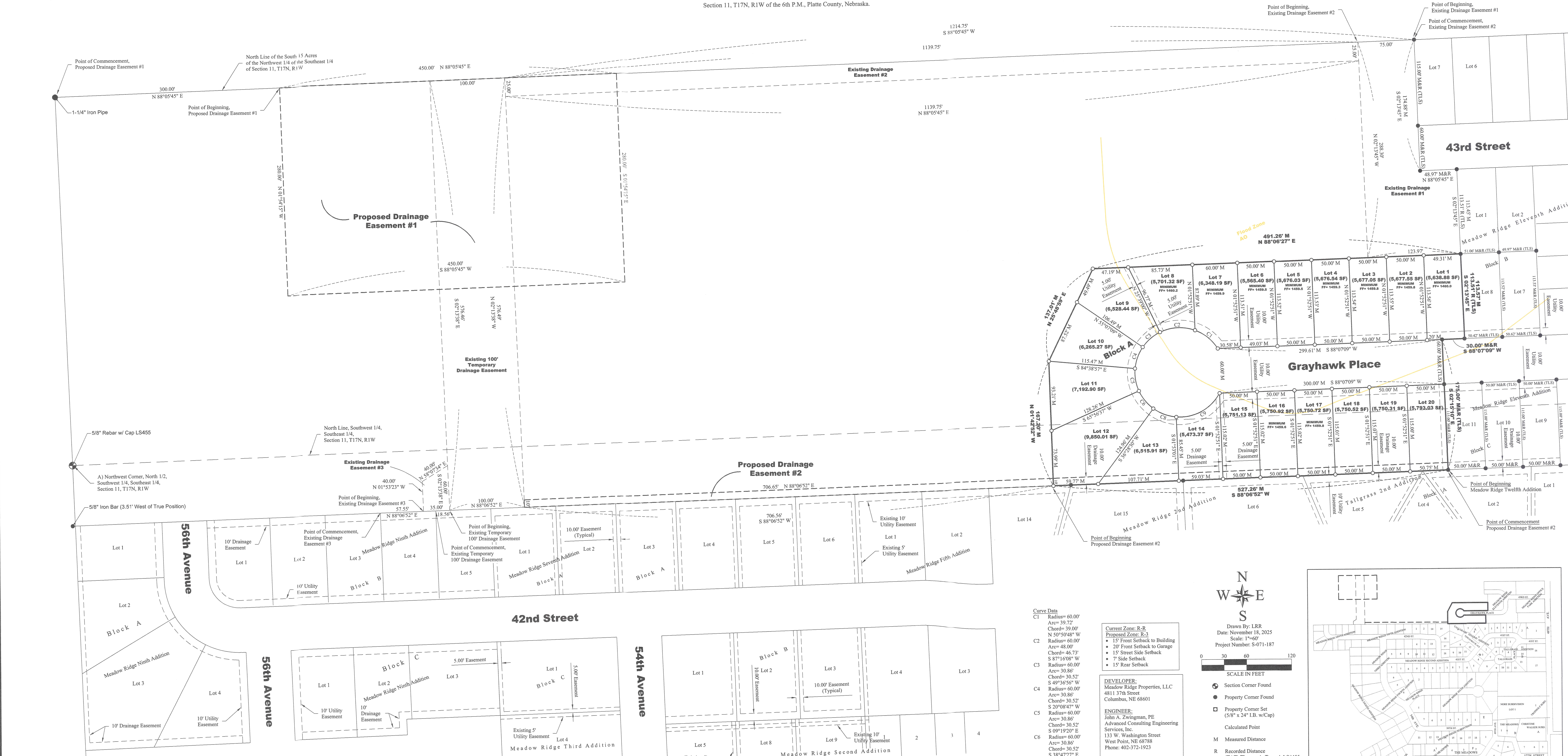
MAYOR

Date: _____

APPROVED AS TO FORM

CITY ATTORNEY

FINAL PLAT
MEADOW RIDGE TWELFTH ADDITION
A Subdivision of Part of the Southeast 1/4 of
Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.



This survey was prepared at the request of Charles Seadischlag, Columbus, Nebraska.

LEGAL DESCRIPTION
A tract of land located in the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W on the North line of Tallgrass 2nd Addition and Meadow Ridge 2nd Addition to the City of Columbus, Platte County, Nebraska, 272.26 feet; thence N 01°42'52" W, 167.20 feet; thence N 25°48'59" E, 137.71 feet; thence N 88°06'27" E, 491.26 feet to the Northwest corner of Lot 8, Block B of said Meadow Ridge Eleventh Addition; thence S 02°13'45" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 88°07'09" W on the North Right-of-Way line of Grayhawk Place, 30.00 feet; thence S 02°15'10" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet to the Point of Beginning, containing 3.47 acres, more or less.

PROPOSED DRAINAGE EASEMENT #1
A drainage easement located in the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the South 15 Acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°05'45" E on the North line of said South 15 acres, 300.00 feet to the Point of Beginning; thence N 88°05'45" E on said North line, 450.00 feet; thence S 01°54'15" E and perpendicular to said North line, 280.00 feet; thence S 88°05'45" W and parallel to said North line, 450.00 feet; thence N 01°54'15" W and perpendicular to said North line, 280.00 feet to the Point of Beginning.

PROPOSED DRAINAGE EASEMENT #2
A 10-foot drainage easement located in the South 1/2 of the Northeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W, 527.26 feet to the Point of Beginning; thence N 88°06'52" W, 706.56 feet; thence N 02°13'38" E, 10.00 feet; thence N 88°06'52" E, 706.65 feet; thence S 01°42'52" E, 10.00 feet to the Point of Beginning.

EXISTING DRAINAGE EASEMENT #1
A drainage easement located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W on the North line of said Meadow Ridge Eleventh Addition, 174.88 feet; thence N 88°05'45" E on the South Right-of-Way line of 43rd Street, 48.97 feet; thence S 02°13'45" E on the West line of said Meadow Ridge Eleventh Addition, 113.45 feet; thence S 88°06'27" W, 123.97 feet; thence N 02°13'45" W and parallel to the West line of said Meadow Ridge Eleventh Addition, 288.30 feet to a point on the North line of the South 15 Acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°05'45" E on said North line, 75.00 feet to the Point of Beginning.

EXISTING DRAINAGE EASEMENT #2
A drainage easement located in the North 1/2 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°05'45" W and parallel to the North line of said Meadow Ridge Eleventh Addition, 75.00 feet to the Point of Beginning; thence S 88°05'45" W and parallel to said North line, 1139.75 feet; thence S 02°13'38" E, 25.00 feet; thence N 88°05'45" E and parallel to said North line, 40.00 feet; thence S 88°05'45" W and parallel to said North line, 450.00 feet; thence N 01°54'15" W and perpendicular to said North line, 280.00 feet to the Point of Beginning.

EXISTING DRAINAGE EASEMENT #3
A drainage easement located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of Lot 4, Block B, Meadow Ridge Ninth Addition to the City of Columbus, Platte County, Nebraska; thence N 88°06'52" E on the North line of said Lot 4, 57.55 feet to the Point of Beginning; thence N 88°06'52" E, 40.00 feet; thence S 02°13'38" E, 60.00 feet to a point on the North line of Lot 5 of said Block B; thence S 88°06'52" W on the North line of said Block B, 35.00 feet to the Point of Beginning.

EXISTING 100' TEMPORARY DRAINAGE EASEMENT
A temporary drainage easement located in the North 1/2 of the South 1/2 of the Southeast 1/4 and South 15 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of Lot 5, Block B, Meadow Ridge Ninth Addition to the City of Columbus, Platte County, Nebraska; thence N 01°54'23" E on the West line of said Meadow Ridge Eleventh Addition, 174.88 feet; thence N 88°05'45" E on the North line of the South 15 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 88°06'52" E on said North line, 100.00 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, Nebraska Registered Land Surveyor No. 550, 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.

Terry L. Schulz, State of Nebraska, ES #550
Date: 11-26-2025



DEDICATION
We, Meadow Ridge Properties, LLC and Columbus Bank & Trust Company, owner and lienholder of the described property, MEADOW RIDGE TWELFTH ADDITION, hereby dedicate the streets, avenues, roads, and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as MEADOW RIDGE TWELFTH ADDITION.

Meadow Ridge Properties, LLC and Columbus Bank & Trust Company
by: _____
Print Name
Title

STATE OF NEBRASKA) ss
COUNTY OF PLATTE)

On this day of _____, 2025, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared Charles Seadischlag, representative of Meadow Ridge Properties, LLC to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: _____
Notary Public

STATE OF NEBRASKA) ss
COUNTY OF PLATTE)

On this day of _____, 2025, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared _____, representative of Columbus Bank & Trust Company to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.
My Commission expires: _____
Notary Public

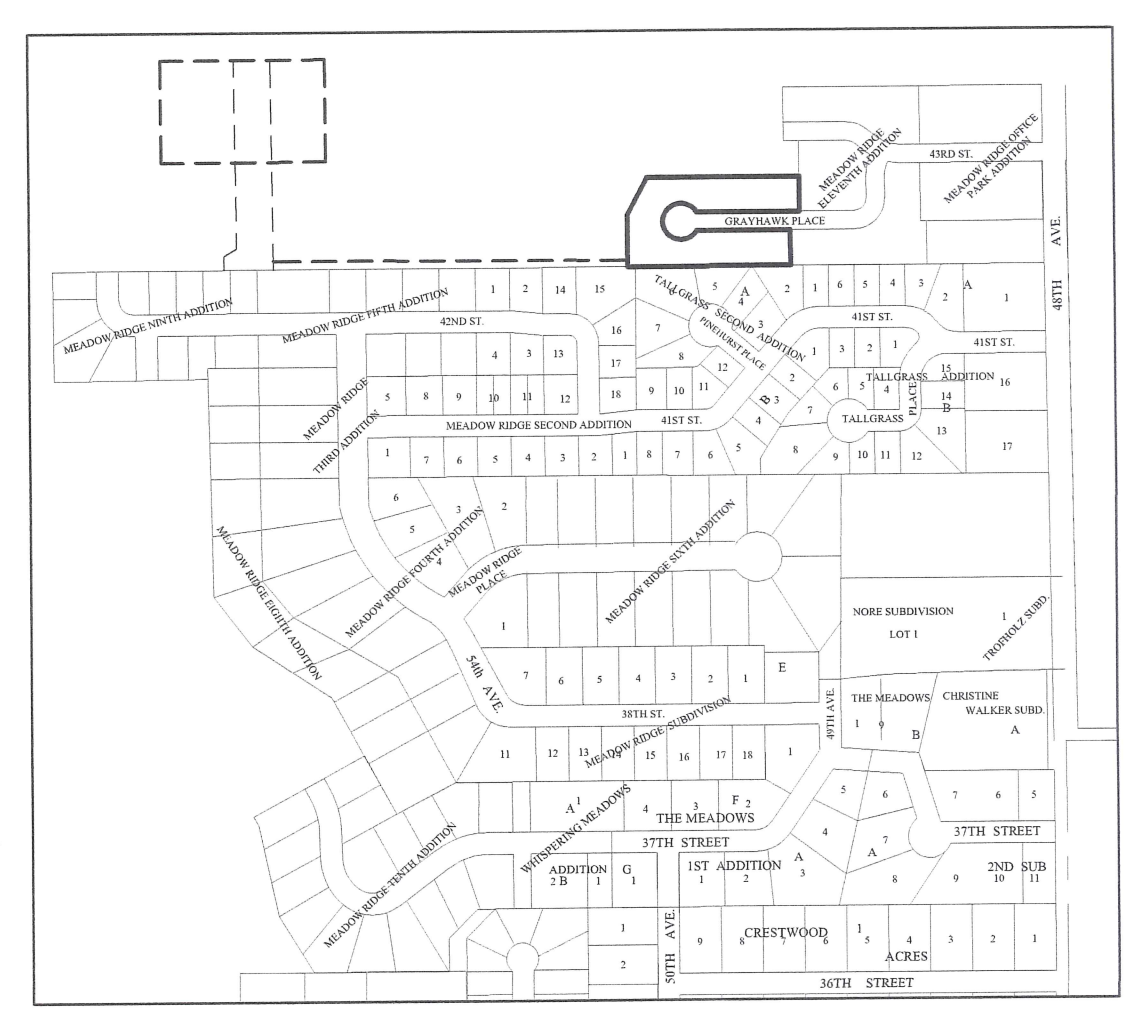
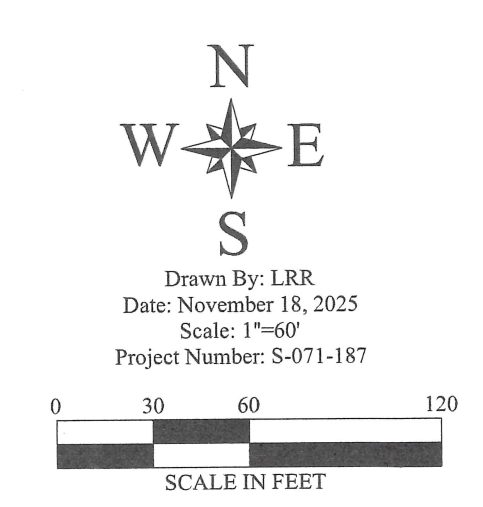
Curve Data
C1 Radius= 60.00'
Arc= 39.72'
Chord= 39.00'
N 50°50'48" W
C2 Radius= 60.00'
Arc= 48.00'
Chord= 46.73'
S 87°16'08" W
C3 Radius= 60.00'
Arc= 30.86'
Chord= 30.52'
S 49°36'56" W
C4 Radius= 60.00'
Arc= 30.86'
Chord= 30.52'
S 20°08'47" W
C5 Radius= 60.00'
Arc= 30.86'
Chord= 30.52'
S 09°19'20" E
C6 Radius= 60.00'
Arc= 30.86'
Chord= 30.52'
S 38°47'27" E
C7 Radius= 60.00'
Arc= 33.08'
Chord= 32.66'
S 69°11'11" E
C8 Radius= 60.00'
Arc= 69.92'
Chord= 66.03'
N 61°30'09" E

Current Zone: R-R
Proposed Zone: R-3
• 15' Front Setback to Building
• 20' Front Setback to Garage
• 15' Street Side Setback
• 7' Side Setback
• 15' Rear Setback

DEVELOPER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwingman, PE
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz, LS
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923



City of Columbus, Platte County, Nebraska

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of MEADOW RIDGE TWELFTH ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2025.

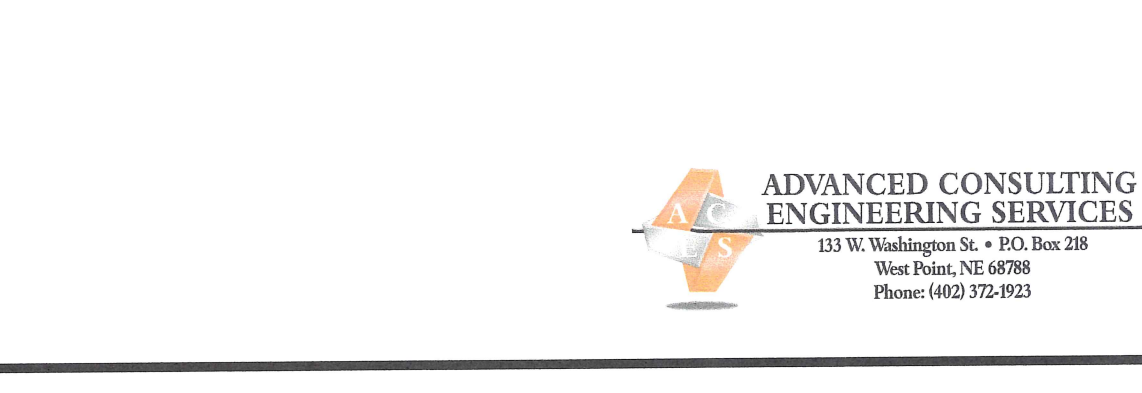
School Superintendent
COLUMBUS, NEBRASKA PLANNING COMMISSION
This Final Plat of MEADOW RIDGE TWELFTH ADDITION to the City of Columbus, Nebraska is approved by the Planning Commission on this _____ day of _____, 2025.

Chairman
COLUMBUS, NEBRASKA CITY COUNCIL
This Final Plat of MEADOW RIDGE TWELFTH ADDITION to the City of Columbus, Nebraska is approved by the City Council on this _____ day of _____, 2025.

Mayor
City Clerk

Situation Sketch
R-1-W
Section 11
Platte County, Nebraska

Flood Insurance Rate Map
Community: Columbus, City of
Number: 315272
Panel: 0310
Suffix: E



- 7.B.1. Public hearing - Determine whether Meadow Ridge Twelfth Addition should be included within the corporate city limits. (Planning Commission recommends approval.)
- 7.B.2. Resolution No. R25-152 approving final plat, development agreement, and bringing said addition into the corporate city limits.

RESOLUTION NO. R25-152

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 LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF MEADOW RIDGE ELEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°06'52" W ON THE NORTH LINE OF TALLGRASS 2ND ADDITION AND MEADOW RIDGE 2ND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, 527.26 FEET; THENCE N 01°42'52" W, 167.20 FEET; THENCE N 25°48'59" E, 137.01 FEET; THENCE N 88°06'27" E, 491.26 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK B OF SAID MEADOW RIDGE ELEVENTH ADDITION; THENCE S 02°13'45" E ON THE WEST LINE OF SAID LOT 8, 113.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S 88°07'09" W ON THE NORTH RIGHT-OF-WAY LINE OF GRAYHAWK PLACE, 30.00 FEET; THENCE S 02°15'10" E ON THE WEST LINE OF SAID MEADOW RIDGE ELEVENTH ADDITION, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.47 ACRES, MORE OR LESS; HEREINAFTER TO BE KNOWN AS MEADOW RIDGE TWELFTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF; APPROVING INCLUSION OF SAID PLAT INTO THE CITY CORPORATE LIMITS; AND APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MEADOW RIDGE PROPERTIES, LLC, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF SAID OWNER/SUBDIVIDER WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Meadow Ridge Properties, LLC, is the owner of real estate described as follows:

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W on the North line of Tallgrass 2nd Addition and Meadow Ridge 2nd Addition to the City of Columbus, Platte County, Nebraska, 527.26 feet; thence N 01°42'52" W, 167.20 feet; thence N 25°48'59" E, 137.01

feet; thence N 88°06'27" E, 491.26 feet to the Northwest corner of Lot 8, Block B of said Meadow Ridge Eleventh Addition; thence S 02°13'45" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 88°07'09" W on the North Right-of-Way line of Grayhawk Place, 30.00 feet; thence S 02°15'10" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet to the Point of Beginning, containing 3.47 acres, more or less.

all of which is presently unplatted land which is located outside but contiguous to the corporate boundaries and within the zoning jurisdiction to 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 Meadow Ridge Twelfth Addition 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 addition, 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 Terry L. Schulz, Registered Land Surveyor, under the date of December 8, 2025, which plat has been heretofore approved by the Columbus Planning Commission; and

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

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 001, 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 determining whether the same should be included within the corporate limits; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Meadow Ridge Twelfth Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said Addition within the Columbus, Nebraska, corporate limits, by a separate vote recommended approval thereof; and

WHEREAS, a Development Agreement has been prepared for said Addition setting forth in the agreement between the City of Columbus and the subdivider, including duties and responsibilities of the subdivider 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 separate public hearings on the approval of the Final Plat of said Addition and on the inclusion of said addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said Final Plat and approved the inclusion thereof within the corporate boundary.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was all heretofore outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such Addition shall be entitled to all rights and privileges, and subject to all the laws, rules, ordinances and regulations of the City of Columbus, Nebraska, and that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, and that the Meadow Ridge Twelfth Addition 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 _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.C. Public hearing - Application from Meadow Ridge Properties, LLC to rezone property extending Grayhawk Place south of 43rd Street from "RR" (Rural Residential District) to "R-3" (Multiple-Family Residential District) and to amend the Future Land Use Map of the Comprehensive Plan. (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, December 15, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located on Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska (extension of Grayhawk Place south of 43rd Street) from "RR" (Rural Residential District) to "R-3" (Multiple-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate. At said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 12:04:25
Affidavit of Publication



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 2nd, 2025
TO: Tara Vasicek, City Administrator
FROM: Andy Woehrer, Chief Building & Code Official
RE: Rezone Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition from R-R Rural Residential District to R-3 Multiple-Family Residential District.

RECOMMENDATION:

I recommend approval of the proposed rezoning from R-R Rural Residential District to R-3 Multiple-Family Residential District and to amend the Future Land Use Map accordingly.

DISCUSSION:

We have received a rezoning application for Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition from R-R Rural Residential to R-3 Multiple-Family. The owner intends to develop the site for townhouse development. This rezoning is consistent with the Columbus Land Development Ordinance and is suitable for the surrounding area.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the request for rezoning.

SIGNATURE:

By: Andy J. Woehrer

Approved By: [Signature]

AMENDED

REZONING APPLICATION

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 will be held.

PROPERTY OWNER NAME: Meadow Ridge Properties, LLC

APPLICANT: Meadow Ridge Properties, LLC

APPLICANT MAILING ADDRESS: 4811 37th St., Columbus, NE 68601

APPLICANT PHONE NUMBER: 402.563.2786

APPLICANT EMAIL ADDRESS: charles@meadowridgeproperties.com

ATTORNEY/FIRM: Jason D. Mielak/Fehringer & Mielak, LLP

ATTORNEY PHONE NUMBER: 402.910.1821

ATTORNEY E-MAIL ADDRESS: jason.mielak@fmflaw.com

ADDRESS OF PROPERTY TO BE REZONED: No street address - Platte County, Nebraska

LEGAL DESCRIPTION OF PROPERTY:

Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska

PRESENT ZONING CLASSIFICATION: RR (Rural Residential District)

REQUESTED ZONING CLASSIFICATION: R-3 (Multiple-Family Residential District)

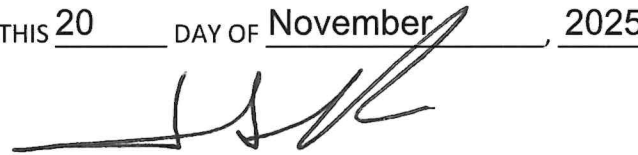
DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

Development of real property into lots for improvements to provide growth of residential housing permitted under R-3 (Multiple-Family Residential District) zoning.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)

I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS 20 DAY OF November, 2025.



Owner or Owner's Representative

REZONING APPLICATION

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 will be held.

PROPERTY OWNER NAME: Meadow Ridge Properties, LLC

APPLICANT: Meadow Ridge Properties, LLC

APPLICANT MAILING ADDRESS: 4811 37th St., Columbus NE 68601

APPLICANT PHONE NUMBER: 402.563.2786

APPLICANT EMAIL ADDRESS: charles@meadowridgeproperties.com

ATTORNEY/FIRM: Jason D. Mielak/Fehringer & Mielak, LLP

ATTORNEY PHONE NUMBER: 402.910.1821

ATTORNEY E-MAIL ADDRESS: jason.mielak@fmflaw.com

ADDRESS OF PROPERTY TO BE REZONED: No street address - Platte County, Nebraska

LEGAL DESCRIPTION OF PROPERTY:

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: see attachment.

PRESENT ZONING CLASSIFICATION: RR (Rural Residential District)

REQUESTED ZONING CLASSIFICATION: R-3 (Multiple-Family Residential District)

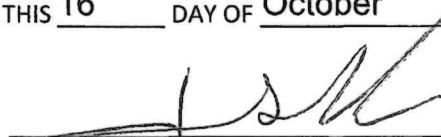
DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

Development of real property into lots for improvements to provide growth of residential housing permitted under R-3 (Multiple-Family Residential District) zoning.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)

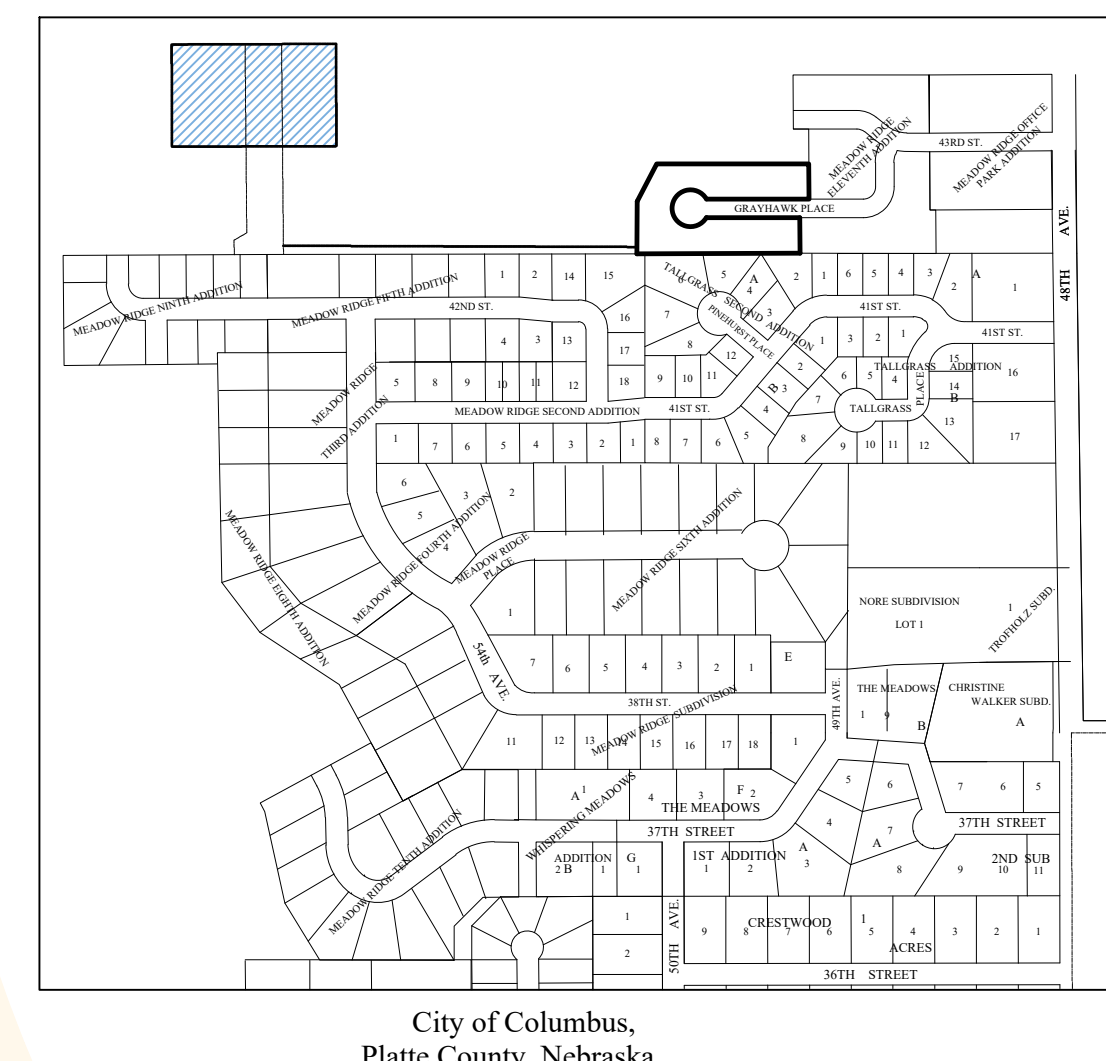
I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS 16 DAY OF October, 2025.



Owner or Owner's Representative

PRELIMINARY PLAT
MEADOW RIDGE TWELFTH GRAYHAWK ADDITION
 A Subdivision of Part of the Southeast 1/4 of
 Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.

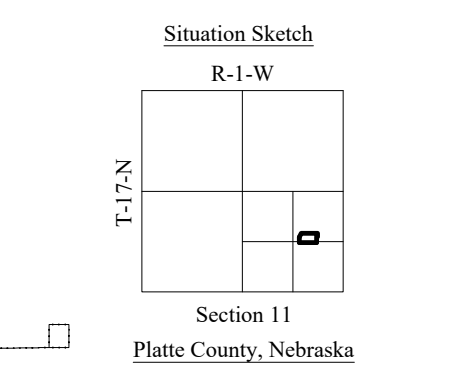


North
 West
 East
 South

Drawn By: LRR
 Date: September 16, 2025
 Scale: 1"=30'
 Project Number: S-071-187



- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" L.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
- (TLS) Terry L. Schulz, LS#550, dated January 2, 2024.
- C Calculated Distance



Meadow Ridge Twelfth Grayhawk Addition is located partially in the special flood hazard area and any property alterations or additions, both structural and non-structural, must be in accordance with the City of Columbus Floodplain Development Ordinance and obtain a Floodplain Development Permit.

Flood Insurance Rate Map:
 Community: Columbus, City of
 Number: 315272
 Panel: 0310
 Suffix: E

- Zone R-2
- 15' Front Setback to Building
 - 20' Front Setback to Garage
 - 15' Street Side Setback
 - 7' Side Setback
 - 15' Rear Setback

DEVELOPER:
 Meadow Ridge Properties, LLC
 4811 37th Street
 Columbus, NE 68601

ENGINEER:
 John A. Zwingman, PE
 Advanced Consulting Engineering Services, Inc.
 133 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schulz, LS
 Advanced Consulting Engineering Services, Inc.
 133 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923



This survey was prepared at the request of Charles Seadschlag, Columbus, Nebraska.

LEGAL DESCRIPTION
 A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Beginning at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W, 706.56 feet; thence N 02°13'38" W, 10.00 feet; thence N 88°06'52" E, 706.65 feet; thence S 01°42'52" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 25°48'59" E, 137.01 feet; thence N 88°06'27" E, 491.26 feet to the Northwest corner of Lot 8, Block B of said Meadow Ridge Eleventh Addition; thence S 02°13'45" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 88°07'09" W on the North Right-of-Way line of Grayhawk Place, 30.00 feet; thence S 02°15'10" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet to the Point of Beginning, containing 3.47 acres, more or less.

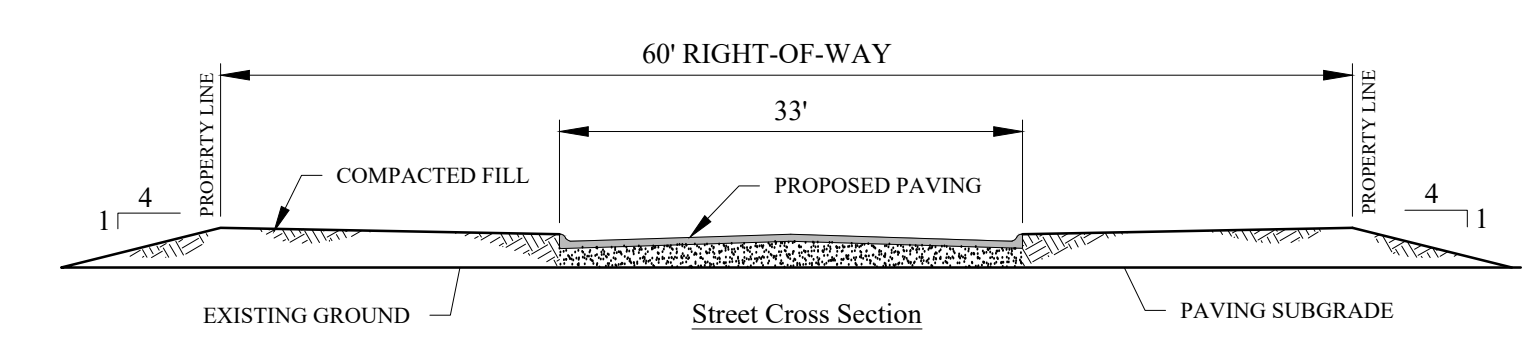
DRAINAGE EASEMENT
 A 10-foot drainage easement located in the South 1/2 of the Northeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Beginning at the Southwest corner of Meadow Ridge Twelfth Grayhawk Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W, 706.56 feet; thence N 02°13'38" W, 10.00 feet; thence N 88°06'52" E, 706.65 feet; thence S 01°42'52" E on the West line of said Meadow Ridge Twelfth Grayhawk Addition, 10.00 feet to the Point of Beginning, containing 7,066.06 square feet, more or less.

COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of MEADOW RIDGE TWELFTH GRAYHAWK ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2025.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
 This Preliminary Plat of MEADOW RIDGE TWELFTH GRAYHAWK ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2025.

Mayor _____ City Clerk _____



PLANNING COMMISSION PUBLIC HEARING
AFFIDAVIT OF NOTICE COMPLIANCE
REZONING

STATE OF NEBRASKA)
COUNTY OF PLATTE)ss.

Jason D. Mielak, attorney at law and authorized agent for the undersigned affiant, being first duly sworn on oath, deposes and states as follows:

1. That the undersigned affiant is an authorized agent/representative of the party instituting and maintaining an application to rezone a tract of land located in Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska, from "RR" (Rural Residential District) to "R-3" (Multiple-Family Residential District) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate.

2. That the undersigned affiant caused to be posted a notice in a conspicuous place on or near the above-described property. Such notice was not less than 18 inches in height and 24 inches in width and had a white or yellow background and black letters not less than 1 ½ inches in height. The undersigned affiant caused said posted notice to be so placed upon said premises so that it was easily visible from the street and was posted at least ten days before the date of the Planning Commission hearing. The undersigned affiant caused said sign to be laminated or otherwise protected from the weather and the sign remained visible and legible for said ten-day period. Said notice was posted on the 26th day of November, 2025, and remained posted until the date of this Affidavit which is also the date of the scheduled hearing.

3. The notice, which was posted as above set forth, read as follows:

NOTICE OF PUBLIC HEARING TO REZONE

Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, NE, from RR to R-3 Zoning Classification to be held in the Community Room, 2500 14th Street, Columbus, Nebraska, on the 8th day of December, 2025 at 6:00 p.m.

4. The undersigned affiant caused the owners of all real estate within 300 feet of the above-described real estate to be served with written notice of such hearing by either personally serving them with such notice at least ten days prior to the date of the Planning Commission hearing or by mailing said notice to them to their last known address at least ten days prior to such hearing. A list of the owners notified and their addresses appear on Exhibit "A" attached hereto. Said list comprises all of the owners of real estate within 300 feet of the real estate described above. A copy of the Notice served upon or sent to said owners is attached hereto, marked Exhibit "B."

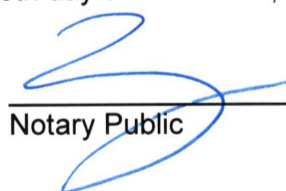
DATED: December 8, 2025.

FURTHER YOUR AFFIANT SAITH NOT.



Meadow Ridge Properties, LLC, Owner
By: Jason D. Mielak (NSBA #21049),
Authorized Agent

Subscribed and sworn to before me on this 8th day of December, 2025.



Notary Public



NOTICE OF HEARING

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, NE, will be held on Monday, December 8, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located on Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska (extension of Grayhawk Place south of 43rd Street) from "RR" (Rural Residential District) to "R-3" (Multiple-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate. At said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 11:28:25
Affidavit of Publication



300 Foot Zone Search

THE UNDERSIGNED, a Nebraska Registered Abstractor, having examined the records of **Platte** County, Nebraska, hereby certify that the following are the record owners, by last conveyance(s), of all the property lying within **300 feet** of the property described as:

Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska, a/k/a

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Meadow Ridge Eleventh Addition to the City of Columbus, Platte County, Nebraska; thence S 88°06'52" W on the North line of Tallgrass 2nd Addition and Meadow Ridge 2nd Addition to the City of Columbus, Platte County, Nebraska, 527.26 feet; thence N 01°42'52" W, 167.20 feet; thence N 25°48'59" E, 137.01 feet; thence N 88°06'27" E, 491.26 feet to the Northwest corner of Lot 8, Block B of said Meadow Ridge Eleventh Addition; thence S 02°13'45" E on the West line of said Lot 8, 113.57 feet to the Southwest corner of said Lot 8; thence S 88°07'09" W on the North Right-of-Way line of Grayhawk Place, 30.00 feet; thence S 02°15'10" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet to the Point of Beginning, containing 3.47 acres, more or less.

1. The Grantee in the Last Deed of Record is:

Meadow Ridge Properties, LLC, a Nebraska limited liability company
4811 37th Street
Columbus, NE 68601

Fehringer Properties, L.L.C., a Nebraska limited liability company
5890 33rd Avenue
Columbus, NE 68601

Shelby Lumber Company, Inc., a Nebraska corporation
% Schmidt Investments, LLC
2377 39th Avenue
Columbus, NE 68601

Lowell O. Anderson
257 12th Avenue
Columbus, NE 68601

John L. Shotkoski and Barbara J. Shotkoski
4918 41st Street
Columbus, NE 68601

Charles A. Brinkman and Leanne M. Brinkman
4924 41st Street
Columbus, NE 68601

Peter A. Balerud and Carol A. Balerud
5004 41st Street
Columbus, NE 68601

Calvin L. Preston and Lori A. Preston
5014 41st Street
Columbus, NE 68601

Dawson James Brunswick and Taylor Elizabeth Brunswick
4155 Pinehurst Place
Columbus, NE 68601

Gerald J. VanAckeren and Vicki M. VanAckeren, Trustees
4159 Pinehurst Place
Columbus, NE 68601

Duane H. Choutka and E. Elaine Choutka
4163 Pinehurst Place
Columbus, NE 68601

Neal Faltys and Lori Faltys
4172 Pinehurst Place
Columbus, NE 68601

Michael C. Lange
4925 41st Street
Columbus, NE 68601

Robert W. Goedeken and Denise K. Goedeken
5011 41st Street
Columbus, NE 68601

Theresa Robertson
5031 41st Street
Columbus, NE 68601

Janna L. Rector
5035 41st Street
Columbus, NE 68601

Ariel H. Fuentes Velasquez and Maria B. Cabrera Quintanilla
4152 Pinehurst Place
Columbus, NE 68601

Jeffrey Schenck and Monica Schenck
4160 Pinehurst Place
Columbus, NE 68601

Kyle D. Petersen and Cindy M. Petersen
4166 Pinehurst Place
Columbus, NE 68601

Aaron R. Grizzle and Melodee A. Grizzle
5126 41st Street
Columbus, NE 68601

Thaddeus L. Rosenthal and Mary Jane Rosenthal
5206 41st Street
Columbus, NE 68601

Justin J. Jackson and Morgan K. Gilson
5204 42nd Street
Columbus, NE 68601

Frank P. Neesen and Cynthia A. Neesen
5206 42nd Street
Columbus, NE 68601

Joshua S. Watson and Leann B. Watson
5210 42nd Street
Columbus, NE 68601

Kyle D. Haddock and Abigail R. Haddock
5212 42nd Street
Columbus, NE 68601

Roger Troupe and Elizabeth Gonzalez de Troupe
5214 42nd Street
Columbus, NE 68601

David Hiebner and Stephani Hiebner
5222 42nd Street
Columbus, NE 68601

Warren A. Kuhl and Diana L. Kuhl
5234 42nd Street
Columbus, NE 68601

Woodside Properties, LLC, a Nebraska limited liability company
27401 Woodside Drive
Columbus, NE 68601

Tibor Toth and Dominika Toth
5308 42nd Street
Columbus, NE 68601

Columbus Public Schools
2410 16th St. Ste A
PO Box 947
Columbus NE 68601

Bradley L. Shelden and Brittany S. Shelden
5233 42nd Street
Columbus, NE 68601

Santos F. Velasco Iraheta and Marta J. Najera Lopez
5221 42nd Street
Columbus, NE 68601

DATED: October 28, 2025 at 8:00a.m.

10 County Title & Escrow, Inc.

By: Tracy M. Kucera
TRACY M. KUCERA, a Registered Abstracter
Certificate of Authority No. 682

File No. TC25-82(R)-1

7.C.1. Ordinance No. 25-19 approving rezoning.

DRAFT

ORDINANCE NO. 25-19

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 NOVEMBER 18, 2024, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 24-32, AND AS AMENDED THEREAFTER, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOTS 1 THROUGH 20, BLOCK A, MEADOW RIDGE TWELFTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); 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.

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 hearings called for the purpose of rezoning and reclassifying the following described real estate, to wit:

Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska,

from the present zoning classification of "RR" (Rural Residential District) to "R-3" (Multiple-Family Residential District); and to amend the ZONING MAP and the FUTURE LAND USE MAP which have been adopted and made a part of the CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a hearing thereon, and has heard all persons appearing at such hearing and in consideration of the evidence and the premises, has voted to recommend approval of the rezoning application; and

WHEREAS, the mayor and city council have held a separate hearing thereon and have heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning will be for the public good and general welfare and will provide for the proper, appropriate, and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA;

Section 1. That the Columbus Land Development Ordinance, Zoning Chapter, passed and adopted November 18, 2024, as the Zoning Code for the City of Columbus by Ordinance No. 24-32 and as amended thereafter, be and the same is hereby amended to show that the following described real estate, to-wit:

Lots 1 through 20, Block A, Meadow Ridge Twelfth Addition to the City of Columbus, Platte County, Nebraska,

has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-3" (Multiple-Family Residential District); and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Columbus Land Development Ordinance, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

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

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption, and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.D. Public hearing - Application from Advanced Engineering Consulting Services on behalf of Shady Lake Development, LLC for final plat and development agreement of Westfield Addition (south side of 23rd Street west of 54th Avenue). (Planning Commission recommends approval.)

NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, December 15, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Westfield Addition, A tract of land located in the Northeast 1/4 and in Government Lot 1, all in Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska being more particularly described as follows: Beginning at the Northwest corner of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°06'26" E on the North line of said Northeast 1/4, 339.57 feet; thence S 01°53'41" E, 188.59 feet to a point of curvature; thence Southeasterly on a 680.00 foot radius curve to the left, 408.86 feet of which said curve has a chord bearing of S 19°07'11" E, 402.73 feet; thence S 36°20'41" E, 548.10 feet; thence S 01°49'06" E, 295.00 feet; thence S 88°10'54" W, 525.33 feet; thence N 36°20'41" W, 697.16 feet; thence N 21°10'50" W, 246.94 feet; thence N 01°49'32" W, 480.78 feet; thence N 01°49'37" W, 33.00 feet to a point on the North line of Government Lot 1; thence N 88°39'06" E on the North line of Government Lot 1, 232.16 feet to the Point of Beginning, containing 19.53 acres, more or less (south side of 23rd Street, west of 54th Avenue) and at said time and place you may appear and be heard. In addition, you are hereby notified that at the same time and place, the city council will hold a separate public hearing as to whether said addition as described above should be included within the corporate limits of the city and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 12:04:25
Affidavit of Publication



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 3, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Westfield Addition – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Westfield Addition as it is consistent with the Preliminary Plat approved by Planning Commission on November 10, 2025, and by City Council on November 17, 2025, and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The addition consists of 14 rural residential sized lots over one acre. It will be voluntarily annexed as part of the final plat process. It is currently zoned RR, Rural Residential, which matches the use. Public improvements include both abutting 23rd Street and the subdivision street, 23rd Street trail, storm sewer, water, and sanitary sewer. The layout is consistent with the Westfield development regional layout provided by the developer.

A portion of Lots 3 through 7, Block A, includes a Loup River Levee easement. The City is looking into if this easement if it is in the correct location or has been partially removed and/or relocated on a past vacation plat. In addition, all improvements on property located within 500 feet landward of the Loup River Levee will require pre-approval in the form of a U.S. Army Corps of Engineers Section 408 Alteration Request.

FISCAL IMPACT:

Minor cost for street and utility maintenance.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Wiese

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

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

PRELIMINARY PLAT

FINAL PLAT

DATE: 11/19/2025

NAME OF SUBDIVISION: Westfield Addition

NAME OF PROPERTY OWNER: Shady Lake Development, LLC

APPLICANT CONTACT INFORMATION:

NAME OF REPRESENTATIVE: ~~Kevin Gehring~~ Leanne Ritter, ACES

ADDRESS OF REPRESENTATIVE (to include City, State, Zip): 133 W. Washington St.
~~5424 W. Meadow Drive, Columbus, NE 68601~~ West Point, NE 68788

PHONE NUMBER: ~~402-910-3701~~ 402-372-1923

REPRESENTATIVE E-MAIL: ~~keving@gehringconcrete.com~~ lritter@acesne.com

NUMBER OF LOTS IN SUBDIVISION: 14

ADDRESS OF SUBDIVISION: Parcel #710160674

PROPERTY OWNER CONTACT INFORMATION:

NAME OF PROPERTY OWNER: Shady Lake Development, LLC / Kevin Gehring

ADDRESS OF PROPERTY OWNER (to include City, State, Zip):
5424 W. Meadow Drive, Columbus, NE 68601

PHONE NUMBER: 402-910-3701

PROPERTY OWNER E-MAIL: keving@gehringconcrete.com

DEVELOPER INFORMATION:

NAME OF DEVELOPER: Shady Lake Development, LLC

ADDRESS (to include City, State, Zip):
5424 W. Meadow Drive, Columbus, NE 68601

PHONE NUMBER: 402-910-3701

DEVELOPER E-MAIL: keving@gehringconcrete.com

SURVEYOR INFORMATION:

NAME OF SURVEYOR: Terry Schulz

SURVEYOR LICENSE NO.: 550

ADDRESS (to include City, State, Zip):

133 W. Washington Street, West Point, NE 68788

PHONE NUMBER: 402-372-1923

SURVEYOR E-MAIL: lritter@acesne.com

ATTORNEY INFORMATION:

NAME OF ATTORNEY: Jason Mielak

ADDRESS (to include City, State, Zip):

3919 25th Street, Columbus, NE 68601

PHONE NUMBER: 402-942-9515

ATTORNEY E-MAIL: jason.mielak@fmflaw.com

I hereby apply for a Major Subdivision / Addition which follows the Columbus Land Development Ordinance requirements and have paid \$325.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Leanne R. Ritter

Owner or Owner's Representative

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

**UP-TO-DATE INFORMATION CAN BE FOUND IN CHAPTER 2, ARTICLE 3 PROCEDURES AND
ADMINISTRATION <https://www.columbusne.us/114/Land-Development-Zoning-Code>**

Once Recorded Return Document To:

Jason D. Mielak (NSBA #21049)
Fehring & Mielak, LLP
3919 25th St.
Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Shady Lake Development, LLC is the Owner of the following described real estate:

A tract of land located in the Northeast 1/4 and in Government Lot 1, all in Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska.

all of which is more particularly described as follows:

A tract of land located in the Northeast 1/4 and in Government Lot 1, all in Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska being more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°06'26" E on the North line of said Northeast 1/4, 339.57 feet; thence S 01°53'41" E, 188.59 feet to a point of curvature; thence Southeasterly on a 680.00 foot radius curve to the left, 408.86 feet of which said curve has a chord bearing of S 19°07'11" E, 402.73 feet; thence S 36°20'41" E, 548.10 feet; thence S 01°49'06" E, 295.00 feet; thence S 88°10'54" W, 525.33 feet; thence N 36°20'41" W, 697.16 feet; thence N 21°10'50" W, 246.94 feet; thence N 01°49'32" W, 480.78 feet; thence N 01°49'37" W, 33.00 feet to a point on the North line of Government Lot 1; thence N 88°39'06" E on the North line of Government Lot 1, 232.16 feet to the Point of Beginning, containing 19.53 acres, more or less.

Said Owner 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 Westfield Addition 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 Addition, a plat of which bearing the date of _____, 2025, and certified by Terry L. Schulz, RLS #550, is attached hereto.

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

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

IN WITNESS WHEREOF, the Owner named herein has executed these presents this ____ day of _____, 20__.

Shady Lake Development, LLC
By: Kevin Gehring, Authorized Member

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ___ day of _____, 2025, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Kevin Gehring, Authorized Member on behalf of Shady Lake Development, LLC, a Nebraska limited liability company, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be his voluntary act and deed.

Notary Public

(SEAL)

Please return to:

Jason D. Mielak, Fehringer & Mielak, LLP, 3919 25th St., Columbus, NE 68601
jason.mielak@fmflaw.com

**WESTFIELD ADDITION
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered on [REDACTED] day of [REDACTED], 2025, by and between SHADY LAKE DEVELOPMENT, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Westfield Addition, 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 19.53 acres of property.

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

SECTION I

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

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

B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be a minimum of thirty-three (33) feet in width and six (6) inches thick, and shall be constructed according to City standards. 23rd Street shall be forty-one (41) feet in width and 9-inches thick with reinforcement baskets. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of the minimum width or depth required by a Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

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

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

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

size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

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

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

H. Subdivider shall arrange for street lighting for public streets dedicated per plat (Exhibit "A"), which includes abutting 23rd Street, to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

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

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

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

L. Subdivider agrees to pay all costs necessary to extend sanitary sewer system, water system and storm sewer that will service the property.

M. Subdivider agrees to complete and submit to the US Army Corps of Engineers (USACE) Section 408 Technical Review and receive USACE approval prior to any disturbance or work within 500 feet of the Loup River Levee. This includes any public and private utilities, residential, non-residential structures, or other work disturbing ground. A copy of the USACE approval shall be provided for each occurrence and received before any Building Permits are issued.

N. Subdivider acknowledges the Westfield Addition final plat dedicates drainage easements located east and southeast of the platted lots for drainage and stormwater treatment facility purposes for said Addition, including runoff from outside of this development into these areas. Subdivider agrees to construct all of the stormwater drainage ditches, grading, pipes, overflow system and storm water treatment facilities prior to the sale of any lot or prior to any receipt of any building permits in said Addition. Mowing, weed control, tree control, and general maintenance along with periodic cleaning, dredging, shaping or other maintenance of said drainage and storm water treatment facility systems shall be undertaken by Subdivider or a filed Homeowner's Association established by the Subdivider, so that the drainage and stormwater treatment facility systems continue to provide adequate and City acceptable drainage and treatment for said Addition and is aesthetical appropriate for the residential area in accordance with City Ordinances and Code.

O. Block A, Lot 1 and Block B, Lot 1 will not have direct driveway access to 23rd Street with access to 55th Avenue to as far south of the intersection and trail as practical and subject to the approval of the City Engineer.

P. The public shared use path/trail along 23rd Street is in lieu of Block A, Lot 1 and Block B, Lot 1 sidewalk along 23rd Street and shall be the property owners, or the Subdivider or Home Owner's Association, responsibility for snow removal, mowing within the easement to 23rd Street, and all maintenance.

Q. No access or crossing of any kind is granted for any properties abutting the Loup River Levee in accordance with the City and USACE agreement and federal levee regulations.

R. Subdivider hereby acknowledges that post-construction storm water runoff from City right-of-way will enter into the Westfield Addition regional storm water treatment and detention facility system (STF) as a condition of this major platting. Subdivider agrees to grant and maintain STF for such use with the understanding the City will not assume any responsibility for the STF treatment, maintenance, dredging, operation, reporting and permitting.

S. Subdivider hereby acknowledges the Loup River Levee Easement for Flood Control Levee as recorded in Miscellaneous Block 58, Page 157, dated October 18, 1972 located in Block A, Lots 3 through 7, is for City access for the purposes of levee maintenance and operation. Said easement therefore limits the construction or placement of, but not limited to, all types of buildings and structures, fencing, wells, non-traversable landscaping or similar which may limit or affect City equipment and access. In addition, no mining for materials shall be within 100 feet of the Loup River Levee.

SECTION II

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

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner

and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

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

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

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

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

SECTION VI

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

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

Shady Lake Development, LLC, a Nebraska limited liability company,

By _____
Kevin Gehring, Authorized Member

Dated this ____ day of _____, 2025.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

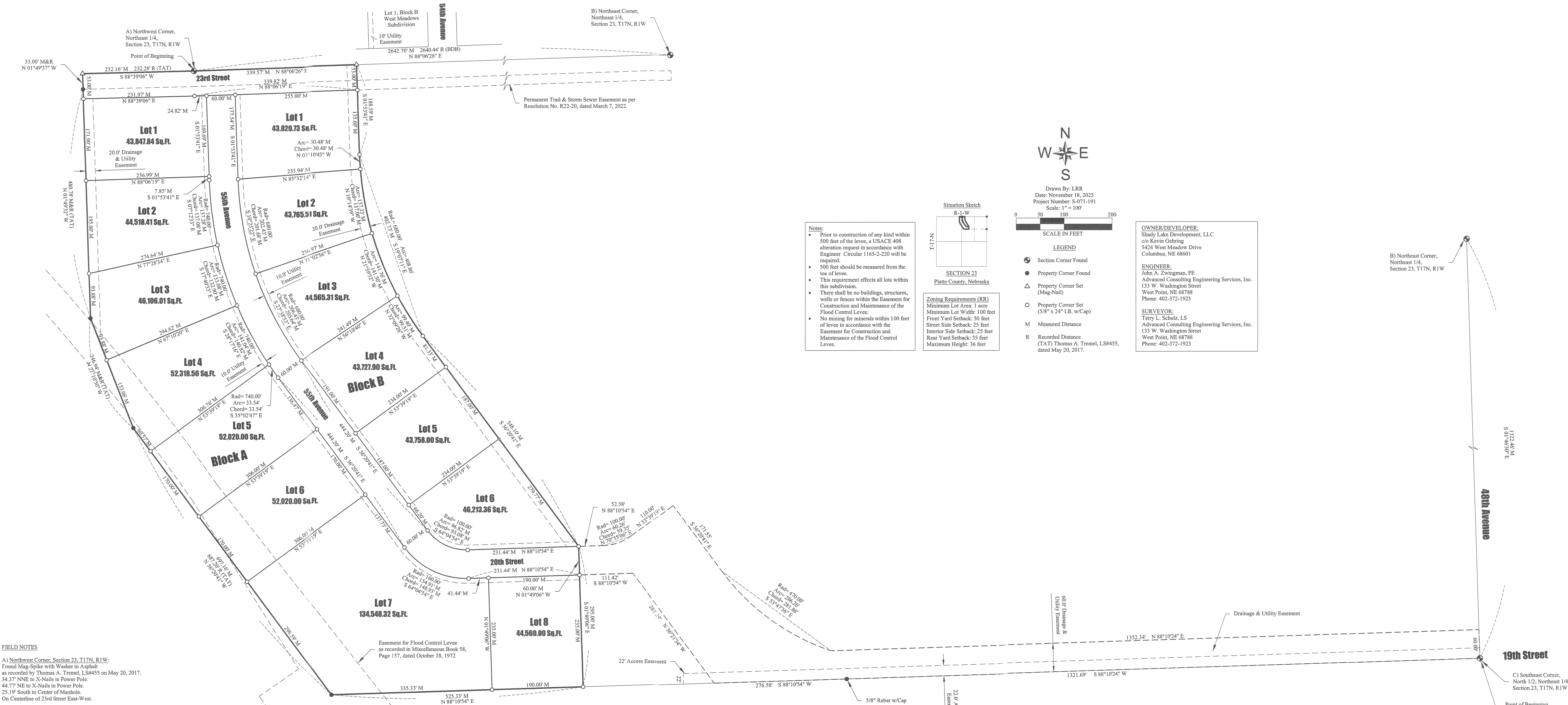
On this ____ day of _____, 2025, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Kevin Gehring, Authorized Member on behalf of Shady Lake Development, LLC, a Nebraska limited liability company, who is personally known by me to be the identical person whose 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.

Notary Public

(My commission expires: _____)

WESTFIELD ADDITION
 Located in the Northeast 1/4 and in Government Lot 1,
 Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska.



FIELD NOTES

A) Northwest Corner, Section 23, T17N, R1W:
 Found Mag-Spike with Washer in Asphalt
 as recorded by Thomas A. Tremel, LS#455 on May 20, 2017.
 34.37' NNE to X-Nails in Power Pole.
 44.77' NE to X-Nails in Power Pole.
 25.19' South to Center of Manhole.
 On Centerline of 23rd Street East-West.

B) Northeast Corner, Section 23, T17N, R1W:
 Found 2" Aluminum Cap in Monitoring Well.
 61.14' NW to Face of Corner Fence Post in SE Corner of Substation Fence.
 47.80' NE to X-Nails in Power Pole.
 48.10' SE to X-Nails in Power Pole.
 47.39' SW to X-Nails in Power Pole.
 On Centerline of 23rd Street East-West.

C) Southeast Corner, North 1/2, Northeast 1/4, Section 23, T17N, R1W:
 Found 1-1/4" Iron Pipe in Monitoring Well.
 40.85' NW to Top Center of Fire Hydrant.
 45.85' SE to X-Nails in Power Pole.
 34.19' SE to Center of Sanitary Manhole Lid.
 35.23' SW to X-Nails in Power Pole.

LEGAL DESCRIPTION
 A tract of land located in the Northeast 1/4 and in Government Lot 1, all in Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska being more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska, thence N 88°06'24" E on the North line of said Northeast 1/4, 339.57 feet; thence S 01°53'41" E, 188.59 feet to a point of curvature; thence Southeasterly on a 680.00 foot radius curve to the left, 408.86 feet of which said curve has a chord bearing of S 19°07'11" E, 402.73 feet; thence S 36°20'41" E, 548.10 feet; thence S 01°49'06" E, 295.00 feet; thence S 88°10'54" W, 525.33 feet; thence N 36°20'41" W, 697.16 feet; thence N 21°10'50" W, 246.94 feet; thence N 01°49'32" W, 480.78 feet; thence N 01°49'37" W, 33.00 feet to a point on the North line of Government Lot 1; thence N 88°39'06" E on the North line of Government Lot 1, 232.16 feet to the Point of Beginning, containing 19.53 acres, more or less.

DRAINAGE AND UTILITY EASEMENT
 A drainage and utility easement located in the North 1/2 of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

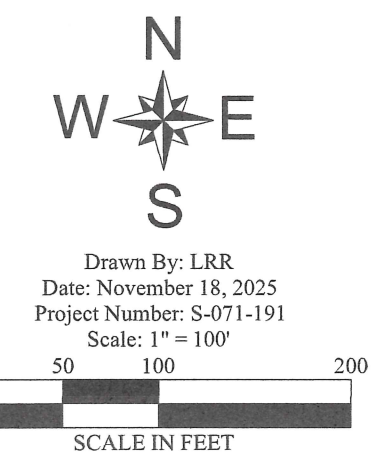
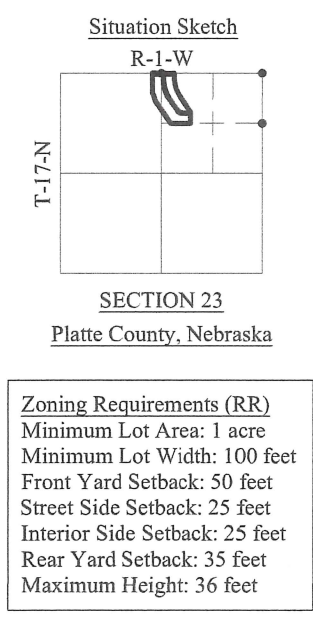
Beginning at the Southeast corner of the North 1/2 of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 88°10'24" W on the South line of the North 1/2 of said Northeast 1/4, 1321.69 feet; thence S 88°10'54" W, 276.58 feet; thence N 36°21'34" W, 285.29 feet; thence S 88°10'54" W, 111.42 feet to a point on the South Right-of-Way line of 20th Street, Westfield Addition to the City of Columbus, Platte County, Nebraska; thence N 01°49'06" W on the East line of said Westfield Addition, 60.00 feet to a point on the North Right-of-Way line of said 20th Street; thence N 88°10'54" E, 22.58 feet to a point of curvature; thence Northeasterly on a 100.00 foot radius curve to the left, 60.26 feet of which said curve has a chord bearing of N 70°55'06" E, 59.35 feet; thence N 53°39'19" E, 110.00 feet; thence S 36°20'41" E, 171.55 feet to a point of curvature; thence Southeasterly on a 470.00 foot radius curve to the left, 286.26 feet of which said curve has a chord bearing of S 53°47'50" E, 281.86 feet; thence N 88°10'24" E and parallel to said South line, 1352.34 feet to a point on the East line of the South 1/2 of said Northeast 1/4; thence S 01°46'42" E on said East line, 60.00 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE
 I, Terry L. Schulz, Nebraska Registered Land Surveyor No. 550, 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.

Terry L. Schulz, State of Nebraska, LS #550
 Date 11-26-2025



- Notes:**
- Prior to construction of any kind within 500 feet of the levee, a USACE 408 alteration request in accordance with Engineer Circular 1165-2-220 will be required.
 - This requirement effects all lots within this subdivision.
 - There shall be no buildings, structures, wells or fences within the Easement for Construction and Maintenance of the Flood Control Levee.
 - No mining for minerals within 100 feet of levee in accordance with the Easement for Construction and Maintenance of the Flood Control Levee.



OWNER/DEVELOPER:
 Shady Lake Development, LLC
 c/o Kevin Gehring
 5424 West Meadow Drive
 Columbus, NE 68601

ENGINEER:
 John A. Zwiggman, PE
 Advanced Consulting Engineering Services, Inc.
 133 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schulz, LS
 Advanced Consulting Engineering Services, Inc.
 133 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

COLUMBUS, NEBRASKA SCHOOL BOARD
 This Final Plat of WESTFIELD ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2025.

School Superintendent _____

COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Final Plat of WESTFIELD ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2025.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
 This Final Plat of WESTFIELD ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2025.

Mayor _____ City Clerk _____

DEDICATION
 We, Shady Lake Development, LLC, owners of the described property, WESTFIELD ADDITION, hereby dedicate the streets, avenues, roads, and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as WESTFIELD ADDITION.

Shady Lake Development, LLC
 STATE OF NEBRASKA) ss
 COUNTY OF PLATTE)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared _____, representative of Shady Lake Development, LLC to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: _____ Notary Public _____

B) Northeast Corner, Northeast 1/4, Section 23, T17N, R1W

C) Southeast Corner, North 1/2, Northeast 1/4, Section 23, T17N, R1W

Point of Beginning, Drainage & Utility Easement

7.D.1. Public hearing - Determine whether Westfield Addition should be included within the corporate city limits. (Planning Commission recommends approval.)

7.D.2. Resolution No. R25-153 approving final plat, development agreement, and bringing said addition into the corporate city limits.

DRAFT

RESOLUTION NO. R25-153

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 LOCATED IN THE NORTHEAST 1/4 AND IN GOVERNMENT LOT 1, ALL IN SECTION 23, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 23, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N 88°06'26" E ON THE NORTH LINE OF SAID NORTHEAST 1/4, 339.57 FEET; THENCE S 01°53'41" E, 188.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A 680.00 FOOT RADIUS CURVE TO THE LEFT, 408.86 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF S 19°07'11" E, 402.73 FEET; THENCE S 36°20'41" E, 548.10 FEET; THENCE S 01°49'06" E, 295.00 FEET; THENCE S 88°10'54" W, 525.33 FEET; THENCE N 36°20'41" W, 697.16 FEET; THENCE N 21°10'50" W, 246.94 FEET; THENCE N 01°49'32" W, 480.78 FEET; THENCE N 01°49'37" W, 33.00 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 1; THENCE N 88°39'06" E ON THE NORTH LINE OF GOVERNMENT LOT 1, 232.16 FEET TO THE POINT OF BEGINNING, CONTAINING 19.53 ACRES, MORE OR LESS.; HEREINAFTER TO BE KNOWN AS WESTFIELD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF; APPROVING INCLUSION OF SAID PLAT INTO THE CITY CORPORATE LIMITS; AND APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND SHADY LAKE DEVELOPMENT, LLC, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF SAID OWNER/SUBDIVIDER WITH RESPECT TO SAID ADDITION AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Shady Lake Development, LLC, is the owner of real estate described as follows:

A tract of land located in the Northeast 1/4 and in Government Lot 1, all in Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska being more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°06'26" E on the North line of said Northeast 1/4, 339.57 feet; thence S 01°53'41" E, 188.59 feet to a point of curvature;

thence Southeasterly on a 680.00 foot radius curve to the left, 408.86 feet of which said curve has a chord bearing of S 19°07'11" E, 402.73 feet; thence S 36°20'41" E, 548.10 feet; thence S 01°49'06" E, 295.00 feet; thence S 88°10'54" W, 525.33 feet; thence N 36°20'41" W, 697.16 feet; thence N 21°10'50" W, 246.94 feet; thence N 01°49'32" W, 480.78 feet; thence N 01°49'37" W, 33.00 feet to a point on the North line of Government Lot 1; thence N 88°39'06" E on the North line of Government Lot 1, 232.16 feet to the Point of Beginning, containing 19.53 acres, more or less

a portion of which is presently unplatted land which is located outside but contiguous to the corporate boundaries and within the zoning jurisdiction to 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 Westfield Addition 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 addition, 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 Terry L. Schulz, Registered Land Surveyor, under the date of December 8, 2025, which plat has been heretofore approved by the Columbus Planning Commission; and

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

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 001, 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 determining whether the same should be included within the corporate limits; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Westfield Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said Addition within the Columbus, Nebraska, corporate limits, by a separate vote recommended approval thereof; and

WHEREAS, a Development Agreement has been prepared for Addition 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 separate public hearings on the approval of the Final Plat of said Addition and on the inclusion of said addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said Final Plat and approved the inclusion thereof within the corporate boundary.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Westfield Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was in part heretofore outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such Addition shall be entitled to all rights and privileges, and subject to all the laws, rules, ordinances and regulations of the City of Columbus, Nebraska, and that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, and that the Westfield Addition 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 _____, 2025.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

7.E. Public hearing - Application from Advanced Consulting Engineering Services, Inc. for final plat and development agreement of Hidden Meadows Addition (southeast corner of 3rd Avenue and 38th Street). (This public hearing will be continued to January 19, 2026).

NOTICE OF HEARING

You are hereby notified that a public hearing before the council of the City of Columbus, NE, will be held on Monday, December 15, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Hidden Meadows Addition, A tract of land located in the West 1/2 of the Northwest 1/4, Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska being more particularly described as follows: Beginning at the Southwest Corner of the West 1/2 of the Northwest 1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 01°47'44" W on the West line of said West 1/2, 2652.93 feet to the Northwest Corner of said West 1/2; thence N 87°38'56" E on the North line of said West 1/2, 33.00 feet; thence S 01°47'44" E and parallel to the West line of said West 1/2, 1705.00 feet, thence N 87°38'56" E and parallel to the North line of said West 1/2, 20.00 feet; thence N 01°47'44" W and parallel to the West line of said West 1/2, 1705.00 feet to a point on the North line of said West 1/2; thence N 87°38'56" E on the North line of said West 1/2, 1277.64 feet to the Northeast Corner of said West 1/2; thence S 01°44'50" E on the East line of said West 1/2, 2663.66 feet to the Southeast Corner of said West 1/2; thence S 88°06'38" W on the South line of said West 1/2, 1328.32 feet to the Point of Beginning, containing 80.34 acres, more or less. (Southeast corner of 3rd Avenue and 38th Street) at said time and place you may appear and be heard. In addition, you are hereby notified that at the same time and place, the city council will hold a separate public hearing as to whether said addition as described above should be included within the corporate limits of the city and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 12:04:25
Affidavit of Publication

December 3, 2025

Rick Bogus
Columbus City Engineer
2500 14th Street, Suite 3
Columbus, NE 68602

Re: Final Plat – Hidden Meadows Addition

Dear Mr. Bogus,

On behalf of Columbus Public Schools and the Hidden Meadows Addition, I am formally requesting a continuance of the Final Plat Public Hearing currently scheduled for December 8th, 2025.

CPS is needing the final plat to review so the agreement between CPS and Cottonwood Heights, LLC can be finalized. The additional time will let our team work through remaining items related to agreement and also allow City staff adequate time to review all required documents.

With that said, I respectfully request that the Hidden Meadows Addition Final Plat Public Hearing be continued to January 12, 2026, at 6:00 p.m. If you need further information, please contact me at kwapnioskil@discoverers.org or give me a call at 402.563,-7000 x 11517 with any additional questions..

Sincerely,



Leonard Kwapnioski
Director of Operations
Columbus Public Schools

7.E.1. Public hearing - Determine whether Hidden Meadows Addition should be included within the corporate city limits. (This public hearing will be continued to January 19, 2026.)

7.F. Public hearing - Application from Cottonwood Heights, LLC for final plat and development agreement of Heartland Crossing Addition (southwest corner of 38th Street and East 6th Avenue). (This public hearing will be continued to January 19, 2026).

NOTICE OF HEARING

You are hereby notified that a public hearing before the council of the City of Columbus, NE, will be held on Monday, December 15, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Heartland Crossing Addition, A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER (E1/2NW1/4) OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4 OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S88°07'17"W ON AN ASSUMED BEARING ON THE SOUTH LINE OF THE E1/2NW1/4, 1328.66 FEET TO THE SOUTHWEST CORNER OF SAID E1/2; THENCE N01°44'47"W ON THE WEST LINE OF SAID E1/2, 2663.74 FEET TO THE NORTHWEST CORNER OF SAID E1/2; THENCE N87°39'15"E ON THE NORTH LINE OF SAID E1/2, 239.85 FEET TO A POINT ON THE LOST CREEK PARKWAY RIGHT-OF-WAY LINE; THENCE S02°03'00"E ON SAID RIGHT-OF-WAY LINE, 33.13 FEET; THENCE N87°38'17"E ON SAID RIGHT-OF-WAY LINE, 128.52 FEET; THENCE S61°45'18"E ON SAID RIGHT-OF-WAY LINE, 379.55 FEET; THENCE N87°39'39"E ON SAID RIGHT-OF-WAY LINE, 231.82 FEET; THENCE N64°23'46"E ON SAID RIGHT-OF-WAY LINE 87.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A 1100.38 FOOT RADIUS CURVE TO THE RIGHT ON SAID RIGHT-OF-WAY LINE, 862.36 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF S24°09'02"E, 840.46 FEET TO A POINT ON THE EAST LINE OF SAID E1/2; THENCE S01°42'29"E ON SAID EAST LINE, 1702.65 FEET TO THE POINT OF BEGINNING, CONTAINING 75.60 ACRES, MORE OR LESS. (Southwest corner of 38th Street and East of 6th Avenue) and at said time and place you may appear and be heard. In addition, you are hereby notified that at the same time and place, the city council will hold a separate public hearing as to whether said addition as described above should be included within the corporate limits of the city and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 12:04:25
Affidavit of Publication



December 3, 2025

Rick Bogus
Columbus City Engineer
2500 14th Street, Suite 3
Columbus, NE 68602

Re: Final Plat – Heartland Crossing Addition

Dear Mr. Bogus,

On behalf of Cottonwood Heights, LLC and the Heartland Crossing Addition project, I am formally requesting a continuance of the Final Plat Public Hearing currently scheduled for December 8th, 2025.

Due to outstanding revisions and items identified in the November 21st review letter—including the need to finalize written agreements with Columbus Public Schools and Nebraska Public Power District—we are unable to meet the requirements necessary for the Development Agreement review and approvals at this time. Additional time will let our team work through remaining items related to agreement documents and allow City staff adequate time for review and inclusion with the overall subdivision package.

Therefore, I respectfully request that the Heartland Crossing Addition Final Plat Public Hearing be continued to **January 12, 2026, at 6:00 p.m.**

If you need further information, please contact me at thazard@hazardeng.com or give me a call at 402.525.3651.

Sincerely,

A handwritten signature in blue ink that reads 'Travis R. Hazard'.

Travis Hazard, PE, CFM
Hazard Engineering – President

7.F.1. Public hearing - Determine whether Heartland Crossing Addition should be included within the corporate city limits. (This public hearing will be continued to January 19, 2026.)

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES

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



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

City Hall | Engineering Department
2500 14th St., Suite 3
Columbus, NE 68601
402-562-4309
EngDept@columbusne.us
www.columbusne.us

Nebraska Department of Transportation Columbus South Bridges Project

December 2025 Update

- Nebraska Department of Transportation project
 - City is the Local Public Agency of record
 - Substantially completed the Pawnee Park Underpass Reconstruction
 - Pedestrian trail use till a date to be determined in 2027
 - Emergency Action Plan submitted to USACE, NDOT and City
 - No incidents noted, to date
 - Driving pile on the piers located in the river
 - Placing concrete for pile and pier foundations in the river
 - The east bridge is stripped for winter. NDOT placed vertical panels on each end for winter purposes.
 - Project remains on schedule for fall 2027 completion
-

10. REPORTS OF COUNCIL COMMITTEES

10.A. Public Property, Safety, and Works Committee - December 15, 2025

10.A.1. Permanent parking and sidewalk easement located on Lots 1, 2, 3, and 4, Block 60, Capital Addition, to the City of Columbus, Platte County, Nebraska, lying north of Howard Boulevard (southwest corner of 16th Street and 37th Avenue).



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 10, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Thomas A Tremel Parking and Sidewalk Easement

RECOMMENDATION:

I recommend approval of the Resolution for the Parking and Sidewalk Easement with Thomas A. Tremel, on that part of Lots 1, 2, 3 and 4, Block 60, Capital Addition to the City of Columbus, Platte County, Nebraska, lying north of Howard Boulevard.

DISCUSSION:

The perpetual parking and sidewalk easement are located south of 16th Street and west of 37th Avenue as shown on Exhibit "A" in the Easement. It is for public use and purposes and binding upon any successors and assigns.

FISCAL IMPACT:

Permanent easement donated as a requirement of City site and building plan approval

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

Once Recorded Return To: Clark J. Grant, 1354 27th Ave., Suite 109 Columbus, NE 68601

PARKING AND SIDEWALK EASEMENT

THIS PARKING AND SIDEWALK EASEMENT (“Easement”) is entered into as of the Effective Date by and between **Thomas A. Tremel, an unmarried person**, (“Grantor”) and **the City of Columbus, a Municipal Corporation in the State of Nebraska**, (“Grantee”). The Effective Date of this Easement shall be the date upon which the last of the parties has signed this Easement.

WHEREAS, Grantor is the owner of certain real property located in Platte County, Nebraska, as legally described as follows (the “Grantor Parcel”);

That part of Lots 1, 2, 3, 4 and 5, Block 60, Capitol Addition to the City of Columbus, Platte County, Nebraska, lying North of the Omaha, Niobrara and Black Hills Railroad Right-Of-Way, now known as Howard Boulevard.

WHEREAS, the Grantor Parcel is immediately adjacent to City right of way known as 16th Street and 37th Avenue in Columbus, Nebraska;

WHEREAS, Grantee has requested and Grantor has agreed to grant Grantee a parking and sidewalk easement over the Grantor Parcel legally described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the “Easement Area”) upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys unto Grantee and the public a perpetual easement for parking and sidewalk, upon and through the Easement Area (the “Easement”). Grantor shall remain responsible for all maintenance and snow removal.
2. Term. The Term of the Parking and Sidewalk Easement shall be perpetual. The Parking and Sidewalk Easement is and shall be deemed to be a covenant running

with the land and shall be binding upon the parties hereto and upon their successors and assigns. Any modification or amendment shall be effective when duly executed, acknowledged and recorded in the Office of the Register of Deeds of Platte County, Nebraska.

- 3. Governing Law and Venue. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nebraska.
- 4. Entire Agreement. Each party acknowledges that it has read and fully understands the contents of this Easement. This Easement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Easement may be modified only by written instrument duly authorized and executed by all parties.

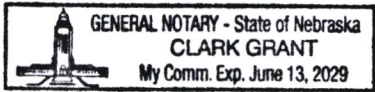
CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska, Grantee.


Thomas A. Tremel, Grantor

By: James B. Bulkley, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on December 10, 2025 by **Thomas A. Tremel, an unmarried person.**





Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on December _____ 2025 by **James B. Bulkley, Mayor of City of Columbus.**

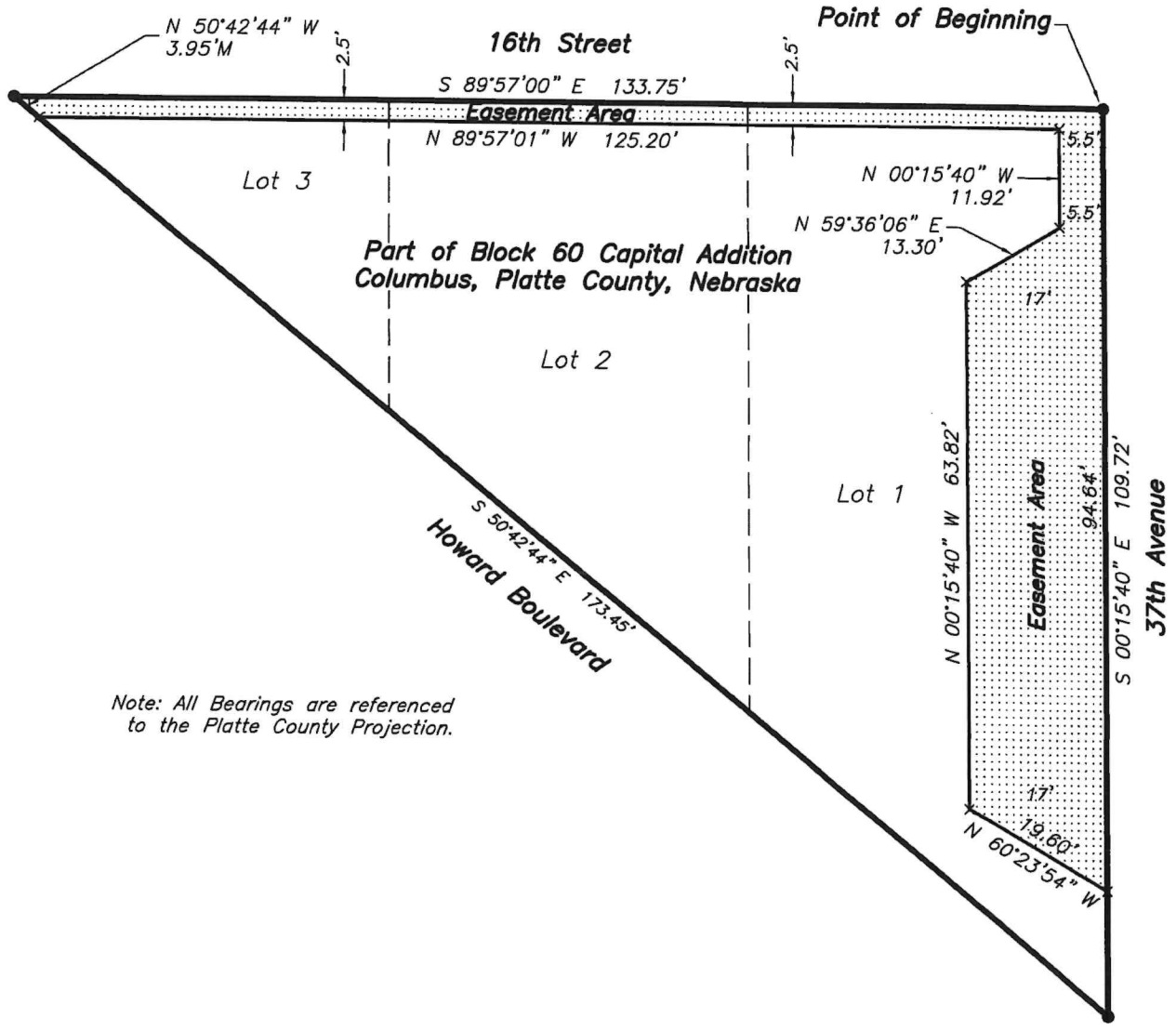
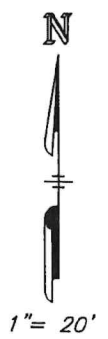
Notary Public

EXHIBIT "A"

Description:

A strip of land located in that part of Lots 1, 2, 3 and 4, Block 60, Capital Addition to the City of Columbus, Platte County, Nebraska, lying North of the Omaha, Niobrara and Black Hills Railroad right-of-way, now known as Howard Boulevard, said strip of land is more particularly described as follows: beginning at the Northeast corner of said Block 60; thence S 00°15'40" E, 94.64 ft. on the East line of said Block 60; thence N 60°23'54" W, 19.60 ft.; thence N 00°15'40" W, 63.82 ft.; thence N 59°36'06" E, 13.30 ft.; thence N 00°15'40" W, 11.92 ft.; thence N 89°57'01" W, 125.20 ft. to the Northeast right-of-way line of said Howard Boulevard; thence N 50°42'44" W, 3.95 ft. on the Northeast right-of-way line of said Howard Boulevard to the North line of said Block 60; thence S 89°57'00" E, 133.75 ft. on the North line of said Block 60 to the point of beginning.

- Legend-**
- Property Corner
 - × Easement Corner Location



Note: All Bearings are referenced to the Platte County Projection.

EXHIBIT "A"

**SIDEWALK & PARKING EASEMENT
BLOCK 60, CAPITAL ADDITION
COLUMBUS, PLATTE CNTY, NEBRASKA**



TAT		10/28/2025
DRAWN	SURVEYED	DATE

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

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

12. **REPORTS ON LEGISLATION: None**

13. **NEW BUSINESS**

13.A. Quote from FORTÉ in the amount of \$26,112 for renewal of support service agreement for audio/video equipment within the Community Building.

Retail Sales Agreement



Reference Number: 1398438
Date: November 22, 2025

Columbus, City of - NE 2026 Support Renewal

Prepared By: Guy Sauer
Phone: (402)384-4569
Email: guy.sauer@ourforte.com

FORTÉ
5055 S 111th St, Omaha, NE 68137-2339
Phone: (402)593-6500
Fax: (402)593-8500

COMPANY

Columbus, City of - NE
2500 14 Street
Columbus, NE 68601-4988

Contact: Matt Soukup
Phone: (402)563-4231
Email: msoukup@columbusne.us
Account Number: 4194

PROJECT SITE

Columbus, City of - NE
2500 14 Street
Columbus, NE 68601-4988

Contact: Matt Soukup
Phone: (402)562-4242
Email: msoukup@columbusne.us
Account Number: 4194

INVOICE TO

Columbus, City of - NE
2500 14 Street
Columbus, NE 68601-4988

Contact:
Phone:
Email:
Account Number: 4194

COMMENTS

System Support Agreement Covered Dates: (12/19/25-12/18/26)

2 System Health Checks

Areas Covered:

System ID	Description
A1119486	103 - 1x2 Portrait Signage Wall
A1119487	101 - Lobby
A1119488	103 - Library West Near Stair A
A1119493	207 - Conference Room
A1119494	208 - Gaming Nook
A1119495	210 - Study Room
A1119496	211 - Craft Room
A1119497	212 - Teen Area
A1119498	214 - Creative Incubator
A1119499	223 - Medium Conference Room
A1119500	230 - Heritage Room
A1119502	232 - Conference Room
A1119503	233 - Conference Room
A1119507	Community BLDG - 304 - Fitness Room
A1119508	307 - Chambers
A1119509	308/309 - Community Room
A1119510	Community BLDG - 312 - Teaching Kitchen
A1119511	Community BLDG - 314 - Control Room / Rack
A1119513	322 - IT Work Room
A1119514	323 - Conference Room
A1119515	324 - Conference Room
A1119518	329 - Conference Room
A1119519	330 - City Admin - Office
A1119522	337 - Public Works Office
A1119523	338 - Community Development Office
A1119524	339 - Public Property Director Office
A1119525	340 - City Engineer Office
A1119526	343 - Large War Room
A1119527	344 - Medium War Room
A1119528	Community BLDG - Integration
A1119529	Paging
A1119530	Community BLDG - Sound Masking
A1139343	Columbus Job Pile
A1145859	Office AV Addition
A1153636	Recertification - City of Columbus

PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
PRO Support	\$26,112.00
Shipping & Handling	
Tax	\$0.00
Grand Total	\$26,112.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

	FORTÉ
_____ Company	_____ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	FORTE	System Support Agreement (12/19/25-12/18/26)- 2 SHC	1	\$26,112.00	\$26,112.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SERVICES TO BE PROVIDED

SYSTEM SUPPORT AGREEMENT (SSA) – RENEWAL

Coverage Dates:

12/19/2024 – 12/18/2025

Customer:

Columbus, City of - NE

Recertification Contact:

Matt Soukup

Site:

Columbus, City of - NE
2504 14 Street, Columbus, NE, 68601

Systems:

<u>System ID</u>	<u>Description</u>
A1119486	103 - 1x2 Portrait Signage Wall
A1119487	101 – Lobby

A1119488	103 - Library West Near Stair A
A1119493	207 - Conference Room
A1119494	208 - Gaming Nook
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A1119530	Community BLDG - Sound Masking
A1139343	Columbus Job Pile
A1145859	Office AV Addition
A1153636	Recertification - City of Columbus

CUSTOMER CARE SERVICES TO BE PROVIDED

SYSTEM SUPPORT

System Support is FORTÉ’s fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTÉ focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTÉ will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTÉ will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

FORTÉ will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	Remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	Advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	Labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes

System Training	User training to cover general operation of the system and how to contact FORTÉ for support as scheduled.	Yes
System Health Checks	Perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Biannually

FORTÉ has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

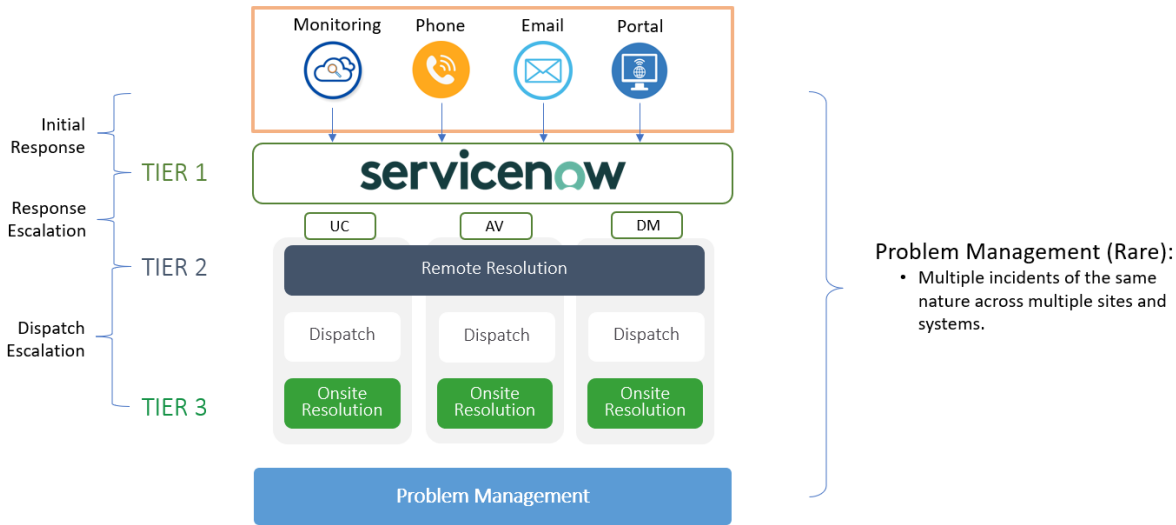
Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both FORTÉ and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided. NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	80
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTÉ will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	80
Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your	Calls: 60 Seconds for calls answered Voicemail: 4 business hours Email: 4 business hours	16 business hours	Best Effort / Scheduled	80

	production systems or business operations.				
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SYSTEM SUPPORT WORKFLOW

FORTÉ follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
 - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
 - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTÉ will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
-------	---

FORTÉ ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTÉ will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.

- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

FORTÉ has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL Problem. A problem in this context is the unknown underlying cause of one or more incidents, and a known error is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

FORTÉ Service team can be reached by:

- National Support Phone: 800-488-4954
- Local Branch support number: 402-593-6500
- email: support@ourforte.com
- Portal: Contact your local FORTÉ representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTÉ to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTÉ Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTÉ Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. FORTÉ reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

13.B. Purchase from Schieffer Signs, Inc. in the amount of \$12,475.75 for donor wall signage located in the Columbus Community Building. (Full amount to be reimbursed by the Columbus Library Foundation.)



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 4, 2025
TO: City Administrator
FROM: Jeri Kay Hopkins, Library Director
RE: Approval of invoice for CCB donor wall

RECOMMENDATION: The Columbus Public Library Foundation has approved the installation and reimbursement of the CCB donor wall in the library.

DISCUSSION: Doug and Ramona Kluth donated funds to the Columbus Public Library Foundation specifically to cover the installation of the donor wall. The wall which recognizes the large donors by name was a commitment the Library Foundation made to donors during the capital campaign.

FISCAL IMPACT: None. This project is being funded by the Columbus Public Library Foundation.

ALTERNATIVE: The project will cost more.

SIGNATURE:

Library Director: *Jeri Kay Hopkins*
General Services Director: *Betsy Eckhardt*
City Administrator: *[Signature]*



1516 East 23rd Street
 Columbus, NE 68601
 Phone: 402-564-5081

Invoice

Date	Invoice #
9/30/2025	50233

Bill To

COLUMBUS PUBLIC LIBRARY FOUNDATION
 2504 14th STREET
 COLUMBUS, NE. 68601

P.O. No.	Terms	CONTACT
	UPON RECEIPT	

Quantity	Description	Rate	Amount
	<p>INSTALLATION OF WALL AREA SIGNAGE 95.75" TALL BY 142.5" WIDE WITH GUIDANCE BY PROVIDED PHOTO WHICH INCLUDES 5 LEVELS OF 3/8" BLACK PLEXIGLASS THAT WILL BE CUT TO SHAPE AND HUNG AT VARIOUS DEPTHS RANGING FROM 1/2", 3/4", 1", 1.25" AND 1.5" FROM THE WALL. THESE VARIOUS PIECES WHICH WILL OVERLAP WILL BE FLATBED PRINTED WITH THE TYPE RAISED UP OFF THE PLEXIGLASS GIVING IT SOME DIMENSION. A GLOSS CLEAR COAT WILL BE PRINTED ON THE TOP OF THE WHITE COPY. A TOTAL OF 61 NAMES WILL RESIDE ON ALL FIVE LEVELS. LIKE YOUR MODEL DESIGN, THE PIECES WILL VARY IN LENGTHS WITH THE LARGEST NOT RUNNING MORE THAN 95" IN LENGTH. ALL OF THESE PIECES WILL INSTALL IN THE ALCOVE WALL USING ANGLE CUT CLEATS. NEXT TO THE DONOR DISPLAY IN THE LOWER LEFT CORNER WILL BE A 1/4" BLACK PLEXIGLASS INTO SIGN ALSO FLAT BED PRINTED AND HELD TO THE WALL WITH 1/2" CLEATS.</p> <p>THE FINAL PRICE WILL NOT EXCEED THE ESTIMATED PRICE.</p>	12,475.75	12,475.75
		Subtotal	\$12,475.75
		Sales Tax (7.0%)	\$0.00
		Total	\$12,475.75
		Payments/Credits	\$0.00
		Balance Due	\$12,475.75

13.C. Comments from mayor and city council members.

14. RESOLUTIONS

14.A. Resolution No. R25-154 approving and accepting permanent parking and sidewalk easement located on Lots 1, 2, 3, and 4, Block 60, Capital Addition to the City of Columbus, Platte County, Nebraska, lying north of Howard Boulevard (southwest corner of 16th Street and 37th Avenue).

DRAFT

RESOLUTION NO. R25-154

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PARKING AND SIDEWALK EASEMENT BY THOMAS A. TREMEL, IN LOTS 1, 2, 3, AND 4, BLOCK 60, CAPITAL ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Parking and Sidewalk Easement by Thomas A. Tremel, in Lots 1, 2, 3, and 4, Block 60, Capital Addition to the City of Columbus, Platte County, Nebraska, attached hereto and incorporated herein by this reference and executed by Thomas A. Tremel, be approved and accepted by the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

14.B. Resolution No. R25-155 approving professional engineering services agreement with Kirkham Michael & Associates, Inc. for design, bidding, construction, and close-out phase services in the amount of \$84,250.81 for the Precision Approach Path Indicator and Beacon Replacement project for Columbus Municipal Airport. CIP #26-15

DRAFT

RESOLUTION NO. R25-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH KIRKHAM MICHAEL & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$84,250.81 FOR DESIGN, BIDDING, CONSTRUCTION, AND CLOSE OUT PHASE SERVICES FOR THE PRECISION APPROACH PATH INDICATOR AND BEACON PROJECT FOR COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, Kirkham Michael & Associates, Inc. is the architect and engineer for the Columbus Municipal Airport for consulting services through October 2027, and

WHEREAS, the Federal Aviation Administration will be decommissioning the Airport Visual Approach Slope Indicator (VASI) system on Runway 32, and

WHEREAS, the Precision Approach Path Indicator (PAPI) will replace the VASI system on Runway 32, and

WHEREAS, the Airport existing Beacon requires major repairs and will need to be replaced, and

WHEREAS, the City was awarded State Aid Grant funding by the State Aeronautics Commission for the PAPI and Beacon project.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the professional engineering services agreement with Kirkham Michael & Associates, Inc. in an amount not to exceed \$84,250.81 for design, bidding, construction, and close out phase services for the Precision Approach Path Indicator and Beacon project for Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 9, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Airport PAPI and Beacon Project - Professional Engineering Services Agreement

RECOMMENDATION:

I recommend approval and signing of the Professional Services Agreement with Kirkham Michael & Associates, Inc. (KMA) of Omaha, Nebraska, for the Precision Approach Path Indicator (PAPI) and Beacon project at the Airport.

DISCUSSION:

KMA is the selected architect and engineer for the Airport through October 2027.

The Federal Aviation Administration will be decommissioning the Airport Runway 32 Visual Approach Slope Indicator (VASI) system. The PAPI system will replace the VASI system. The VASI and PAPI systems are visual glide slope indicators for the pilots. Engineering services include design, bidding, construction, and close out phase services. Proposed work includes removal of the VASI system on Runway 32, construction of L-880 PAPI system, removal of existing beacon and construction of a tip-tower with L-801A LED beacon light. The post-construction Flight Check special service will be under a separate agreement with the Federal Aviation Administration and the City.

The project is administrated through Nebraska Department of Transportation (NDOT) Department of Aeronautics Division. The NDOT has reviewed and approved the project Record of Negotiations for proposed consultant hours and fees for these services. State Aid Grant was awarded by the Aeronautics Commission for this project.

FISCAL IMPACT:

The cost of services not to exceed \$84,250.81. Part of 2025-2026 CIP 26-15 in the amount of \$425,000. City was awarded State Aid Grant in the amount of \$371,970 for the project.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**Nebraska Department of Transportation Division of Aeronautics Grant Program
State Grant OLU SA-11 (G07)
Columbus Municipal Airport
Columbus, NE**

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Omaha, Nebraska, hereinafter called the "Consultant" and the City of Columbus, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

- 1. Replace VASIs on RWY 32 with new L-880 PAPIs**
- 2. Replace existing beacon and beacon tower with new tip-down tower and L-801A LED beacon light**
- 3. New conduit, base cans, and wiring**
- 4. Review condition of existing regulator and provide improvements if needed**

Cory Gaston, P.E., will represent the Consultant as Project Engineer, and Eric Johnson will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

"THIS PHASE NOT USED."

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor and the Nebraska Department of Transportation Division of Aeronautics to provide information on developments and decisions that are made concerning the project.
- b. Coordinate VASI removal with local FAA maintenance located at the airport as required.
- c. Conduct a project kickoff meeting. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- d. Will follow current versions as of the date of this agreement per AC 150/5345-28H Precision Approach Path Indicator (PAPI) Systems and Engineering Brief #95 Additional Siting and Survey Considerations for Precision Approach Path Indicator (PAPI) and Other Visual Glide Slope Indicators (VGSI) AC150/5345-12F

SPECIFICATION FOR AIRPORT AND HELIPORT BEACONS. For miscellaneous items such as conduit, wiring, grounding will follow applicable AC 150/5345 lighting series.

- e. Provide field measurements necessary for completing final design. This will include topographic survey of Runway 32 and the anticipated area of the new PAPIs, pavement outlines and existing airport feature locations within the proposed improvement area. Anticipating drainage design around new PAPI. The field measurements will not be collected in accordance with AC 150/5300-18B which is for FAA GIS Program submittal.
- f. Provide survey to check obstacle clearance area/slope for obstructions for new PAPIs.
- g. Review vault for beacon connections and regulator capacity and other details. If needed, provide sizing for new Regulator and associated connections and equipment to be included in the project.
- h. Prepare detailed plans, specifications, and contract documents. FAA's current (at contract date) Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports.
- i. Present the preliminary results and recommendations via teleconference. Incorporate applicable comments into the final plans and specifications.
- j. Conduct a plan-in-hand on-site visit at the Airport to review preliminary project plans and specifications.
- k. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to Sponsor.
- l. Submit plans, specifications, and contract documents for review to the Sponsor and NDOT within 50 calendar days of agreement being executed.
- m. Prepare and submit electronically FAA Form 7460-1 for the airspace analysis for the lighting, haul routes, and staging area.
- n. Submit Aeronautical Data FAA Form 7900-14 VGSI.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. PDF copies containing all drawings will be furnished to the Sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Answer questions raised during the bidding process.

- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications.
- h. Furnish a written recommendation to the Sponsor and NDOT regarding the award of the construction contract.
- i. Conduct one teleconference to present bids to the Sponsor.
- j. After Sponsor's approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to the Sponsor and Contractor if requested. PDF copy will be provided to Sponsor, NDOT, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and NDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE
(INCLUDES OBSERVATION)

Based on estimated 20 Working Days (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with all parties to ensure all parties have timely information on developments and decisions that are made concerning the project.
- b. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 2 site visits: 1 visit during installation and 1 towards the end.
- c. Review shop drawings and all materials data submitted by Construction Contractors for general compliance with design concepts. Kirkham Michaels review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- d. Conduct a preconstruction conference. Submit a formal report on the conference discussions.
- e. Upon receipt of Sponsor authorization, issue the Notice to Proceed to the Construction Contractor.
- f. Provide part-time on-site Construction Observation in accordance with project plans and specifications. Full-time observation will be provided during concrete placement, PAPI installation, Beacon installation, and Flight check.
- g. Provide weekly update of construction progress with log of working days and photos.
- h. Prepare and negotiate construction contract modifications, change orders and supplemental agreements.
- i. Complete construction material testing including concrete testing of PAPI and beacon tower foundations. Observe megohm of new PAPI and beacon circuit.

- j. Review amounts owed to Construction Contractor and prepare progress estimate forms certified by Construction Contractor(s).
- k. Notify NDOT upon completion of PAPI installation.
- l. Arrange and conduct substantial completion walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- m. Arrange and attend final inspection.

SECTION 5A: CLOSEOUT PHASE

Under this phase, the Consultant agrees to perform the following services for final closeout documents which shall be provided to the Sponsor and NDOT.

- a. Final Construction Progress Estimate
- b. Explanation of overruns and underruns
- c. Final working day count
- d. Final Project Cost Summary
- e. As-built Drawings
- f. As-built Airport Layout Plan – will be completed.

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract. All supplemental agreements are subject to the same approvals as this agreement.

- a. Morrissey Engineering Inc., 4940 North 118th Street, Omaha, NE 68164 will provide electrical engineering services
- b. Flight check will be under a separate Reimbursable agreement between NDOT and FAA.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3 Design Phase shall be made based on the lump sum of \$33,356.04 (90% funded under NDOT grant.)

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be made based on the lump sum of \$6,309.53 (90% funded under NDOT grant.)

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Payment will be limited to 85% of the Bidding Phase lump sum until all tasks in this phase are completed.

Section 5: Construction Phase. Payment for the items included in Section 5 Construction Phase shall be made based on hourly not-to-exceed of \$38,464.22 (90% funded under NDOT grant.)

If the scope of work as set forth in Section 1 is exceeded, or the scope of services is increased, then the amount may be increased by a supplemental agreement to this phase of the contract.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

Section 5A: Closeout Phase. Payment for the items included in Section 5A: Closeout Phase shall be made based on the lump sum of \$6,121.02 (90% funded under NDOT grant.)

Payment shall be due when the final closeout documents are submitted to the NDOT.

Section 6: Special Services. If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.


Exhibit "A" Terms and Conditions is attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

APPROVALS.


IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this _____ day of _____, 20__, with copies to be filed with the Nebraska Department of Transportation Division of Aeronautics.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
12700 West Dodge Road
Omaha, Nebraska 68154-8030



ATTEST



Vice President

Title

AIRPORT SPONSOR

City of Columbus
P.O. Box 1677
Columbus, Nebraska 68602-1677

ATTEST

Title

APPROVED AS TO FORM


By 
_____ City Attorney

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

**Columbus Municipal Airport
Project No. OLU SA-11 (G07)
New PAPIs and Beacon
Design Phase
Cost Breakdown**

	Project Engineer		Project Manager		Sr. Engineer		Asst. Engineer		Party Chief		Survey Manager		CADD		Clerical		Principal		Total	Total Cost
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$		
a. Project management and coordination	2	\$ 110.58	4	\$ 269.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2	\$ 216.34	8	\$ 596.16
b. Coordinate VASI removal	1	\$ 55.29	1	\$ 67.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2	\$ 122.60	
c. Conduct a kickoff meeting	4	\$ 221.16	2	\$ 134.62	\$ -	\$ -	4	\$ 194.24	\$ -	\$ -	\$ -	\$ -	2	\$ 59.00	\$ -	\$ -	\$ -	12	\$ 609.02	
d. Follow ACs and EBs for PAPI siting and lighting accessories	2	\$ 110.58	\$ -	\$ -	\$ -	\$ -	6	\$ 291.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 401.94	
e. Provide field measurements for final design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6	\$ 265.38	4	\$ 355.76	4	\$ 176.92	\$ -	\$ -	\$ -	\$ -	\$ -	14	\$ 798.06	
f. Survey to check obstacle clearance area (slope for PAPI)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2	\$ 88.46	2	\$ 177.88	2	\$ 88.46	\$ -	\$ -	\$ -	\$ -	\$ -	6	\$ 354.80	
g. Review vault for beacon connections and regulator capacity and provide siting and new connections, if necessary	4	\$ 221.16	2	\$ 134.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6	\$ 355.78	
h. Prepare detailed plans, specifications, and contract documents	16	\$ 884.64	2	\$ 134.62	\$ -	\$ -	18	\$ 874.08	\$ -	\$ -	54	\$ 2,388.42	\$ -	\$ -	\$ -	\$ -	\$ -	90	\$ 4,281.76	
i. Present preliminary results and recommendations	\$ -	\$ -	2	\$ 134.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1	\$ 108.17	3	\$ 242.79
j. Conduct plan-in-hand	4	\$ 221.16	4	\$ 269.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 490.40	
k. Perform Quality Control review	4	\$ 221.16	2	\$ 134.62	4	\$ 432.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10	\$ 788.46	
l. Submit plans, specifications, and contract documents	1	\$ 55.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1	\$ 29.50	\$ -	\$ -	\$ -	2	\$ 84.79	
m. Prepare and submit electronically FAA Form 7460-1	1	\$ 55.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2	\$ 88.46	1	\$ 29.50	\$ -	\$ -	\$ -	4	\$ 173.25	
n. Submit Aeronautical Data FAA Form 7900-14 VGSi	2	\$ 110.58	\$ -	\$ -	\$ -	\$ -	2	\$ 97.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4	\$ 207.70	
Subtotal	41	\$ 2,266.89	19	\$ 1,278.89	4	\$ 432.68	30	\$ 1,456.80	8	\$ 353.84	6	\$ 533.64	62	\$ 2,742.26	4	\$ 118.00	3	\$ 324.51	177	\$ 9,507.51
Overhead (169.28%)		\$ 3,837.39		\$ 2,164.90		\$ 732.44		\$ 2,466.07		\$ 588.98		\$ 903.35		\$ 4,642.10		\$ 199.75		\$ 549.33		\$ 16,094.31
Subtotal		\$ 6,104.28		\$ 3,443.79		\$ 1,165.12		\$ 3,922.87		\$ 952.82		\$ 1,436.99		\$ 7,384.36		\$ 317.75		\$ 873.84		\$ 25,601.82

*Subs- electrical

Subtotal \$ 25,601.82
Fixed fee: 12% \$ 3,072.22

Expenses
Miles 300 Rate 0.70 \$ 210.00
Meals 4 Rate 68.00 \$ 272.00
Stays 0 Rate 110.00 \$ -
Hotel \$ -
Copies \$ -
Electrical *Subs \$ 4,200.00

GRAND TOTAL \$ 33,356.04

Columbus Municipal Airport
Project No. OLU SA-11 (G07)
New PAPIs and Beacon
Bid Phase
Cost Breakdown

	Project Engineer		Project Manager		Sr. Engineer		Asst. Engineer		Party Chief		Survey Manager		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
Provide sufficient copies of the approved documents to plan rooms, a. Sponsor, and QuestCDN.com	1	\$ 55.29		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	2	\$ 84.79
b. Mail and/or email notices to potential bidders		\$ -		\$ -		\$ -	1	\$ 48.56		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	2	\$ 78.06
c. Answer questions raised during the bidding process	1	\$ 55.29	1	\$ 67.31		\$ -	1	\$ 48.56		\$ -		\$ -		\$ -		\$ -		\$ -	3	\$ 171.16
d. Issue addenda as required		\$ -	1	\$ 67.31		\$ -		\$ -		\$ -		\$ -	2	\$ 88.46	2	\$ 59.00		\$ -	5	\$ 214.77
e. Attend the bid opening at Sponsor's location	4	\$ 221.16	4	\$ 269.24		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 490.40
f. Tabulate and analyze bid results	1	\$ 55.29		\$ -		\$ -	2	\$ 97.12		\$ -		\$ -		\$ -	2	\$ 59.00		\$ -	5	\$ 211.41
g. Review bidders qualifications	2	\$ 110.58		\$ -		\$ -	2	\$ 97.12		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 207.70
h. Furnish written recommendation		\$ -	1	\$ 67.31		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	2	\$ 96.81
i. Conduct one teleconference to present results to Sponsor	1	\$ 55.29	1	\$ 67.31		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 122.60
l. Prepare all executed contract documents including bonds, insurance, etc.	1	\$ 55.29		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 59.00		\$ -	3	\$ 114.29
Subtotal	11	\$ 608.19	8	\$ 538.48	0	\$ -	6	\$ 291.36	0	\$ -	0	\$ -	2	\$ 88.46	9	\$ 265.50	0	\$ -	36	\$ 1,791.99
Overhead (169.28%)		\$ 1,029.54		\$ 911.54		\$ -		\$ 493.21		\$ -		\$ -		\$ 149.75		\$ 449.44		\$ -		\$ 3,033.48
Subtotal		\$ 1,637.73		\$ 1,450.02		\$ -		\$ 784.57		\$ -		\$ -		\$ 238.21		\$ 714.94		\$ -		\$ 4,825.47

*Subs -electrical

Subtotal \$ 4,825.47
Fixed fee: 12% \$ 579.06

Miles 150 Rate 0.70
Electrical
Expenses
Mileage \$ 105.00
Copies \$ -
Subconsultants \$ 800.00

GRAND TOTAL \$ 6,309.53

Columbus Municipal Airport
 Project No. OLU SA-11 (G07)
 New PAPIs and Beacon
 Construction Phase
 Cost Breakdown

Construction material testing to include concrete testing	Project Engineer		Project Manager		Sr. Engineer		Asst. Engineer		Construction Obs.		Survey Manager		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
a. Project administration		\$ -	8	\$ 538.48		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 432.68	12	\$ 971.16
b. Assign project engineer	16	\$ 884.64		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 884.64
c. Review shop drawings and materials data	2	\$ 110.58	1	\$ 67.31		\$ -	4	\$ 194.24		\$ -		\$ -		\$ -		\$ -		\$ -	7	\$ 372.13
d. Conduct a preconstruction meeting including minutes	4	\$ 221.16	2	\$ 134.62		\$ -	6	\$ 291.36		\$ -		\$ -	2	\$ 59.00		\$ -		\$ -	14	\$ 706.14
e. Issue Notice to Proceed once approvals are received		\$ -	1	\$ 67.31		\$ -		\$ -		\$ -		\$ -	2	\$ 59.00		\$ -		\$ -	3	\$ 126.31
f. Part-time observation during construction operations		\$ -		\$ -		\$ -	12	\$ 582.72	96	\$ 4,560.00		\$ -		\$ -		\$ -		\$ -	108	\$ 5,142.72
g. Provide weekly update of progress	3	\$ 165.87		\$ -		\$ -	3	\$ 145.68		\$ -		\$ -	3	\$ 88.50		\$ -		\$ -	9	\$ 400.05
h. Prepare and negotiate contract modifications, change orders, etc.	2	\$ 110.58	2	\$ 134.62		\$ -		\$ -		\$ -		\$ -	4	\$ 176.92	4	\$ 118.00		\$ -	12	\$ 540.12
i. Complete construction material testing		\$ -		\$ -		\$ -	8	\$ 388.48	6	\$ 285.00		\$ -		\$ -		\$ -		\$ -	14	\$ 673.48
j. Review amounts owed to contractors and prepare estimates	4	\$ 221.16		\$ -		\$ -	2	\$ 97.12		\$ -		\$ -	2	\$ 59.00		\$ -		\$ -	8	\$ 377.28
k. Notify NDOT upon completion of PAPI installation	1	\$ 55.29		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 55.29
l. Arrange and conduct final walk-through, prepare punch list and monitor completion	4	\$ 221.16	2	\$ 134.62		\$ -	2	\$ 97.12	8	\$ 380.00		\$ -	2	\$ 59.00		\$ -		\$ -	18	\$ 891.90
m. Arrange and conduct final walk-through	4	\$ 221.16	4	\$ 269.24		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 490.40
Subtotal	40	\$ 2,211.60	20	\$ 1,346.20	0	\$ -	37	\$ 1,796.72	110	\$ 5,225.00	0	\$ -	4	\$ 176.92	15	\$ 442.50	4	\$ 432.68	230	\$ 11,631.62
Overhead (169.28%)		\$ 3,743.80		\$ 2,278.85		\$ -		\$ 3,041.49		\$ 8,844.88		\$ -		\$ 299.49		\$ 749.06		\$ 732.44		\$ 19,690.01
Subtotal		\$ 5,955.40		\$ 3,625.05		\$ -		\$ 4,838.21		\$ 14,069.88		\$ -		\$ 476.41		\$ 1,191.56		\$ 1,165.12		\$ 31,321.63

Subtotal \$ 31,321.63
 Fixed fee: 12% \$ 3,758.60

Expenses

Miles	1200	Rate	0.70	\$ 840.00
Meals	8	Rate	68.00	\$ 544.00
Stays	0	Rate	107.00	\$ -
				\$ -
				\$ -
				\$ 2,000.00
GRAND TOTAL				\$ 38,464.22

Columbus Municipal Airport
 Project No. OLU SA-11 (G07)
 New PAPIs and Beacon
 Closeout Phase
 Cost Breakdown

	Project Engineer		Project Manager		Sr. Eng.		Asst. Eng.		Party Chief		Survey Manager		CADD		Clerical		Principal		Total	Total
	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	Cost
a. Final construction progress estimate	2	\$ 110.58	1	\$ 67.31		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	4	\$ 207.39
b. Explanation of overruns and underruns	2	\$ 110.58	1	\$ 67.31		\$ -	2	\$ 97.12		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	6	\$ 304.51
c. Final working day count	1	\$ 55.29		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	2	\$ 84.79
d. Final project cost summary	2	\$ 110.58	1	\$ 67.31		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 29.50		\$ -	4	\$ 207.39
e. As-built drawings	2	\$ 110.58	1	\$ 67.31		\$ -	2	\$ 97.12		\$ -		\$ -	8	\$ 353.84		\$ -		\$ -	13	\$ 628.85
f. As-built ALP		\$ -	2	\$ 134.62		\$ -		\$ -		\$ -		\$ -	8	\$ 353.84		\$ -	1	\$ 108.17	11	\$ 596.63
Subtotal	9	\$ 497.61	6	\$ 403.86	0	\$ -	4	\$ 194.24	0	\$ -	0	\$ -	16	\$ 707.68	4	\$ 118.00	1	\$ 108.17	40	\$ 2,029.56
Overhead (169.28%)		\$ 842.35		\$ 683.65		\$ -		\$ 328.81		\$ -		\$ -		\$ 1,197.96		\$ 199.75		\$ 183.11		\$ 3,435.64
Subtotal		\$ 1,339.96		\$ 1,087.51		\$ -		\$ 523.05		\$ -		\$ -		\$ 1,905.64		\$ 317.75		\$ 291.28		\$ 5,465.20

Subtotal \$ 5,465.20
 Fixed fee: 12% \$ 655.82
 Expenses _____
 Copies \$ -
 Subconsultants \$ -
GRAND TOTAL \$ 6,121.02

14.C.Resolution No. R25-156 approving professional services agreement with JEO Consulting Group, Inc. in an amount not to exceed \$45,200 for Columbus Park Facilities Tree Inventory. CIP #20-47

DRAFT

RESOLUTION NO. R25-156

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH JEO CONSULTING GROUP, INC IN AN AMOUNT NOT TO EXCEED \$45,200 FOR COLUMBUS PARK FACILITIES TREE INVENTORY; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City selected JEO Consulting Group, LLC through the standard selection process for this project; and

WHEREAS, Resolution No. R24-116 approved the Inflation Reduction Act Urban and Community Forestry Program Grant which includes completing a tree inventory; and

WHEREAS, the city intends to obtain a tree inventory on city owned facilities in accordance with said grant; and

WHEREAS, engineering services for this project can be proved by JEO Consulting Group, LLC as set out in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that an Agreement Between Owner and Engineer for Professional Services with JEO Consulting Group, LLC in an amount not to exceed \$45,200 for Columbus Parks Facilities Tree Inventory, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 10, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, P.E. City Engineer
RE: Columbus Parks Facilities Tree Inventory - Professional Services Agreement

RECOMMENDATION:

I recommend approval of the professional services agreement between Engineer and Owner with JEO Consulting Group, Inc. in the amount of \$45,200 for Columbus Parks Facilities Tree Inventory.

DISCUSSION:

The City's quality-based consultant selection process was followed.

The City received a Inflation Reduction Act (IRA) Urban & Community Forestry Program Grant (Resolution R24-116) which included completing a tree inventory among other items. The consultant will collect inventory data on trees within the following City parks and facilities: Air Vista Park, Airport Park, Aquatic Center, Bark Park, Berne Square, Bradshaw Park, Buffalo, Square, Centennial Park, Columbus Cemetery, Fountain Square, Frankfort Square, Frontier Park, Gerrard Park, Glur Park, Gruenther Park, Hanover Square, East and West Pawnee Park, Quail Run Golf Course, Roselawn Cemetery, Sock Pond, Sunset Park, Van Berg Golf Course and Wilderness Park. The Urban Forestry Management Plan includes GPS locations, inventory map, total tree count, health assessment, maintenance priorities, and management needs. Deliverables include GIS geodatabase along with an electronic and hard copy of the Urban Forestry Management Plan. Field work will begin in March 2026 with final deliverables in early July 2026.

FISCAL IMPACT:

Lump Sum \$45,200. Part of 2025-2026 Budget CIP #20-47 in the amount of \$80,000.

ALTERNATIVE:

IRA Forestry Program Grant requirement.

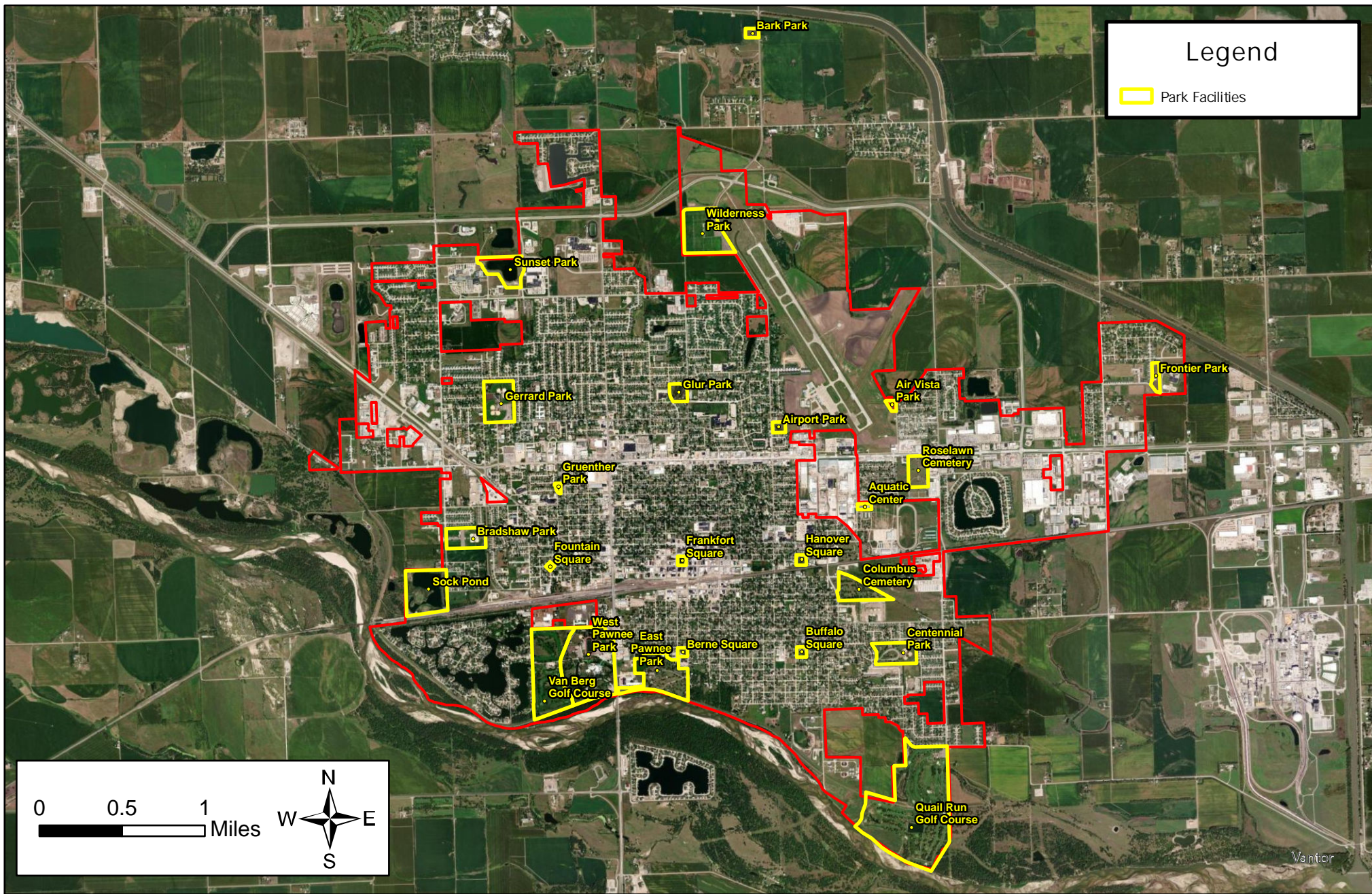
CONCURRENCE:

By: Betsy Eckhardt

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



Created By: S. Anderson
 Date: 11/14/2025
 Software: ArcGIS Pro 3.5.0
 File: Columbus Tree Inv.aprx

City of Columbus Park Facilities Tree Inventory

Park Facilities Location Map A Columbus, Nebraska

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.





**AGREEMENT
BETWEEN OWNER AND JEO
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 11/24/2025 ("Effective Date") between The City of Columbus ("Owner") and JEO Consulting Group, Inc. ("JEO").

Owner's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

City of Columbus Park Facilities Tree Inventory ("Project").

JEO Project Number: 251973.00

Owner and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fixed fee for the Project is: \$45,200.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: James Bulkley

Title: Mayor


Date Signed: _____

Address for giving notices:

City of Columbus

2500 14th Street, Suite 3

Columbus, NE 68602

JEO: JEO Consulting Group, Inc.
_____ 

By: Zach Cunningham, CWB, CLSSYB

Title: Project Manager

Date Signed: 11/24/2025

Address for giving notices:

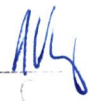
JEO Consulting Group, Inc.

142 West 11th Street

PO Box 207

Wahoo, NE 68066

APPROVED AS TO FORM

By  _____
orney



SCOPE OF SERVICES
Exhibit A
for
City of Columbus Tree Inventory
JEO Project #: 251973.00
Prepared 11/24/2025

Tree Inventory Phase

JEO will begin the project by holding an in-person kickoff meeting with City staff. The goal of the meeting is to introduce JEO and City staff to each other, align expectations, confirm parameters to be collected and provide City staff with an understanding of the tree inventory process. JEO will collect inventory data on trees within the following City Parks and Recreation Department facilities: Air Vista Park, Airport Park, Aquatic Center, Bark Park, Berne Square, Bradshaw Park, Buffalo Square, Centennial Park, Columbus Cemetery, Fountain Square, Frankfort Square, Frontier Park, Gerrard Park, Glur Park, Gruenther Park, Hanover Square, Pawnee Park, Quail Run Golf Course, Roselawn Cemetery, Sock Pond, Sunset Park, Van Berg Golf Course and Wilderness Park (Map A).

Data Confirmation and Accuracy

After data collection has been completed, JEO will review the data to confirm accuracy when compared to current aerial imagery in conjunction with Tree Plotter software and ArcGIS Field Maps. Once data accuracy has been confirmed, the inventory data will be entered into Tree Plotter and i-Tree software.

Urban Forest Management Plan

JEO will use both Tree Plotter and i-Tree to analyze selected features of the inventory data. JEO will use this analysis and input from City staff to develop an Urban Forestry Management Plan. Main sections of the Management Plan will include areas inventoried by GPS location, maps of the inventoried trees, total number of trees, health assessments, maintenance priorities, and management needs.

Deliverables

JEO will provide the City with the shapefiles and the GIS geodatabase of the final tree inventory, including all fields of data collected. JEO will also provide the City with an electronic and hard copy of the Urban Forestry Management Plan.

Schedule

Inventory Parks and Recreation Department Facilities	March 16 - May 29, 2026
Confirmation of Data Accuracy	June 12 - June 26, 2026
Urban Forest Management Plan	July 3, 2026
All deliverables to the City	No later than July 3, 2026

Proposed Fee

Inventory of City of Columbus Parks and Recreation Department Facilities	\$38,500
Confirmation of Data Accuracy	\$ 2,800
Urban Forest Management Plan	\$ 3,900
Total Fixed Fee Amount	\$45,200

Services Not Included

- Inventory collection in areas other than identified in this scope of services.
- Obtaining right-of-entry to private properties.
- Tree removals or implementing other maintenance items.
- Environmental permitting.
- Other items not identified in this scope of services.



Created By: S. Anderson
 Date: 11/14/2025
 Software: ArcGIS Pro 3.5.0
 File: Columbus Tree Inv.aprx

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.

City of Columbus Park Facilities Tree Inventory

Park Facilities Location Map A Columbus, Nebraska



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1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services

and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or

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computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or

damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order,

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requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev.

Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. JEO shall require the same of each consultant.

14.D.Resolution No. R25-157 designating the offices of the mayor, city administrator, city clerk, and finance director as authorized users on all city bank accounts.

DRAFT

RESOLUTION NO. R25-157

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, DESIGNATING THE OFFICES OF THE MAYOR, CITY ADMINISTRATOR, CITY CLERK, AND FINANCE DIRECTOR AS AUTHORIZED USERS ON ALL CITY OF COLUMBUS ACCOUNTS AT BANKING INSTITUTIONS.

WHEREAS, the City of Columbus works with numerous banking institutions wherein said institutions are designated as depositories for City funds and also may provide other financial services for the City; and

WHEREAS, the City desires to have redundancy and backups in place in the situation when its authorized users/agents are not able to timely complete necessary transactions; and

WHEREAS, the City of Columbus wishes to amend all of its banking agreements to include the offices of the Mayor, City Administrator, City Clerk, and Finance Director as authorized users/agents on all its bank accounts, which will in turn create the desired redundancy and backups; and

WHEREAS, the offices of the Mayor, City Administrator, City Clerk, and Finance Director are authorized to transact and conduct the authorized banking business of the City of Columbus as authorized users/agents with all banking institutions that the City chooses to do business with, has accounts with, or will set up accounts with.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that all banking agreements for the City of Columbus shall be amended to include the offices of the Mayor, City Administrator, City Clerk, and Finance Director as authorized users/agents on all bank accounts.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 11, 2025
TO: Tara Vasicek, City Administrator
FROM: Shuraya Choat, City Clerk
RE: City Banking Accounts

RECOMMENDATION:

Adopt the resolution as presented.

DISCUSSION:

In order to update the authorized users on all City banking accounts, the banking institutions are requiring council approval to amend the banking agreements. After discussions with City leadership, we recommend designating the offices of the Mayor, City Administrator, City Clerk, and Finance Director as authorized users. This will provide redundancy and ensure appropriate backups are in place.

FISCAL IMPACT:

None

ALTERNATIVE: None – we need to update these accounts.

SIGNATURE:

By: Shuraya Choat

Approved By: Betsy Eckhardt

Approved By: [Signature]

14.E. Resolution No. R25-158 amending Personnel Manual with regard to policies and procedures for filing of grievances and to add the Director of General Services as an exempt position.

DRAFT

RESOLUTION NO. R25-158

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE 2024 CITY OF COLUMBUS PERSONNEL POLICY MANUAL WITH REGARD TO POLICIES AND PROCEDURES FOR FILING OF GRIEVANCES AND TO ADD THE DIRECTOR OF GENERAL SERVICES AS AN EXEMPT POSITION; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Ordinance No. 24-21 passed by the city council on September 3, 2024, adopted the 2024 City of Columbus Personnel Policy Manual; and

WHEREAS, Resolution No. R24-137 passed by the city council on December 2, 2024, amended the manual in regards to language pay, accrual of vacation, sick leave pay, holiday leave, written reprimand, and disciplinary action; and

WHEREAS, additional amendments to the manual are desired regarding policies and procedures for filing of grievances and to add the Director of General Services as an exempt position; and

WHEREAS, a copy of the 2024 City of Columbus Personnel Policy Manual containing the desired amendments is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the 2024 City of Columbus Personnel Policy Manual, a copy of which is attached hereto and incorporated herein by this reference, is hereby amended and approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the 2024 City of Columbus Personnel Manual. I understand that I must read it or have it read to me carefully. I understand this Manual supersedes all prior versions. I recognize that I must understand all of its rules, policies, terms, and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action and/or termination. I understand that upon termination of my employment for any reason, I must return all City materials, property and equipment issued to me and pay the City any money that I may owe, and agree that upon my failure to promptly do either of these the City can withhold corresponding amounts from my final paycheck and take whatever legal action is necessary to recover such. **I understand and agree that unless I am covered by the Civil Service System (which has its own set of statutes and regulations), my employment is terminable-at-will, so that both the City and I remain free to choose to end our work relationship at any time. Similarly, no City official has the authority to enter into an oral employment contract, and only the Governing Body can enter into a written employment contract on behalf of the City.**

I understand nothing in this Manual in any way creates an express or implied contract of employment between the City and me, but rather is intended to foster a better working atmosphere while the employee/employer's relationship exists.

Employee's Signature

Date

Employee's Name (Printed)

THIS IS NOT A CONTRACT FOR EMPLOYMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A PROMISE OF ANY TERM OR CONDITION OF EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, CONTINUING EMPLOYMENT. THE CITY OF COLUMBUS RESERVES THE RIGHT TO MODIFY OR REPEAL ANY PROVISION OF THIS HANDBOOK AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE.

CHAPTER ONE

PERSONNEL MANAGEMENT SYSTEM

Sec. 1.10 Purpose.

The personnel management system of the City of Columbus, of which this manual is a part, is designed to instill a high degree of understanding, cooperation, efficiency, and unity through systematic, uniform application of modern personnel practices. The purpose of this manual is:

1. To inform employees of their rights and obligations in relation to their employer; but not to provide any legal or contractual rights not otherwise provided for, and shall not be construed as a contract of employment.
2. To inform department heads and other supervisors of their obligations toward and their rights to assign and instruct subordinate employees.
3. To ensure compliance with all applicable laws.
4. To promote and increase efficiency and responsiveness to the public, and to promote economy in the City service.
5. To provide fair and equal opportunity for a qualified person to enter and progress in the City service based on merit and fitness as ascertained through fair and practical personnel management methods.
6. To enhance the attractiveness of City careers and encourage employees to give their best efforts to the City and the public.
7. In the event of conflict between this manual and state or federal laws, such state and federal laws shall prevail.

Sec. 1.20 Coverage of the Rules.

These rules shall apply to all departments, divisions and employees of the City except in cases of conflict with applicable state or federal laws or regulations or with the rules of the City of Columbus Civil Service Commission as statutorily applicable. An employee is defined as any person who has been appointed/hired to a position of employment on the City payroll, excepting any person serving on a retainer contract basis. Benefits conferred to employees in this manual may be different if the employee is covered by a City-recognized Collective Bargaining Agreement. These changes will be described in the approved Collective Bargaining Agreement.

Sec. 1.30 Adoption of the Manual.

This manual shall become effective when adopted by the Mayor and City Council, whereupon all conflicting rules, regulations, policies, or procedures previously adopted by the Mayor and City Council or by administrative directive shall be superseded, to the extent of the conflict.

Sec. 1.35 Amendment of the Manual.

Written suggestions for amending this manual are welcome at any time from City employees and should be submitted, through supervisory channels, to the City Administrator or the Human Resources Director. Amendments shall become effective upon approval by the Mayor and City Council.

Sec. 1.40 Availability of the Manual.

Each regular employee shall receive and maintain a copy of this manual.

Sec. 1.50 Supplemental Personnel Regulations.

Department heads may establish such supplemental personnel regulations as are necessary for efficient and orderly administration and for ensuring the proper conduct and discipline of their employees.

Supplemental personnel regulations shall be subject to approval by the City Administrator and shall be consistent with these rules, other requirements of the Mayor and City Council, and administrative directives. Copies of supplemental personnel regulation shall be made available to employees in their departments.

Sec. 1.55 Employment at Will.

An employee has freely chosen the opportunity of employment with the City. It is understood the employee has a continuing right to leave or stay as they choose. The City reserves those same rights to maintain or terminate the employment and compensation of employees as needs require. The City also reserves the right, except as to those employees who are protected under the Civil Service System, to terminate the employment and compensation of employees as needs require, and to do so with or without cause.

The City of Columbus, by decision of the Mayor and City Council, agrees to follow the process for dismissals and disciplinary actions as outlined in the Personnel Rules and Civil Service Rules that are applicable to those regular employees who have successfully completed their introductory period. However, these policies in no way shall be construed to create a contractual employment relationship between the City of Columbus and its employees. Furthermore, the City of Columbus shall have no tenured employment agreements with any employee or organized employee group.

This manual is not a contract of employment, nor shall it be construed as creating any contractual rights or property interest in favor of City employees. Nothing contained in this manual or in any other statement of City philosophy, including oral statements, should be considered a promise of continuing employment.

Sec. 1.60 Definitions.

The following definitions shall apply in these regulations, unless the context clearly indicates otherwise:

Absence Without Leave. An absence from duty which was not authorized or approved.

Appeals. Procedures as described by these regulations for appealing disciplinary actions, employee-evaluations and other individual grievances.

Applicant. An individual who has applied in writing on a City application form for employment with the City of Columbus.

Appointment. The offer to and acceptance by a person of a position either on a regular or temporary basis.

Appointing Authority. The person or persons who are authorized to offer employment in the City's classified service. For the City Administrator, City Clerk, City Engineer, Finance Director, full-time paid firefighters, Fire Captains, Fire Chief, Assistant Fire Chief, Fire Training and Safety Officer and sworn members of the police force, it shall be the Mayor and City Council. For all department heads, other than the City Clerk, City Engineer, and Finance and Library Director, it shall be the City Administrator, Mayor, and City Council. For the Library Director, it shall be the Library Board. For all other employees it shall be the City Administrator.

Chain of Command. The chain of command is the formal line of authority, communication, and responsibility within an organization. The chain of command is usually depicted on an organizational chart, which identifies the superior and subordinate relationships in the organizational structure. According to classical organization theory the organizational chart allows one to visualize the lines of authority and communication within an organizational structure and ensures clear assignment of duties and responsibilities. By utilizing the chain of command, and its visible authority relationships, the principle of unity of command is maintained. Unity of command means that each subordinate should report to one and only one superior. Unity of command is crucial to productive work schedules, the maintenance of a prioritized work schedule, and productive communications. It would therefore be expected that communications and requests for service flow both ways through chain of command.

Civil Service Employee. Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829.

Compensatory Leave. Time off from work in-lieu of monetary payment of overtime worked.

Demotion. Assignment of an employee from one title to another which is a lower rate of pay and/or rank.

Department Head. A person trained to manage a specific area of City government such as Police, Library, etc. Department heads are responsible for the general operation of the department and ensuring adequate performance levels from employees. Department heads

shall have full responsibility to recommend any personnel actions in accordance with the authority delegated to them by the Appointing Authority. All actions by department heads within their department are accountable to the City Administrator.

Disciplinary Action. Action taken by a supervisor, department head, or the City Administrator whenever an employee's performance, attitude, work habits or personal conduct fall below a desirable level.

Dismissal. A type of disciplinary action which separates an employee from the City payroll.

Employee. An individual who is legally employed by the City in one of the categories listed below and is compensated through the City payroll. An employee may be defined as follows:

- a) Regular, full-time. This person is expected to work an average of 30 hours per week for the 6 months during their introductory period before obtaining the regular status in their assigned classification, except in the case of firefighters and fire Captains whose work period shall be an average of 106 hours in a 14 consecutive day period.
- b) Regular, part-time. This person may be employed on a regular schedule of less than 30 hours per week and will normally work at least 1,000 hours throughout a year.
- c) Temporary and Seasonal. This person may be employed for any number of hours per week in positions declared to be seasonal or temporary in nature and will not normally work more than 1,500 hours per year. This person may be assigned to a classification temporarily vacated by a regular employee while on military duty or other authorized absence.
- d) The Temporary employee shall not include:

Elected officials and persons appointed to fill vacancies in elective offices, members of appointive boards, commissions or committees, the City attorney, consultants, advisors, and counsel rendering temporary professional service, independent contractors, emergency employees who are hired to meet the immediate requirements of an emergency condition and volunteer personnel, and also all other personnel appointed to serve without compensation.

Employee Counseling. The act of assisting employees to become more effective on the job. Relates to employee evaluation and employee improvement.

Employee Development. The interaction of employee counseling, employee evaluation and employee improvement.

Employee Evaluation. The system of evaluating employees' performance. Relates to employee improvement and employee counseling.

Employee Improvement. All types of training and educational programs that improve the

quality of service of the employee and improve his/her chances for advancement. Relates to employee evaluation and employee counseling.

Examination. The process of testing, evaluating or investigating the fitness and qualifications of applicants and employees.

Grievance. An employee's feeling of differences, disagreements or disputes arising between an employee and their supervisor relative to some aspect of their employment, application, or interpretation of regulations and policies or some management decision affecting the employee.

Hire Date. The date upon which employment started with the City of Columbus for a specific employee. This date will be adjusted to exclude leave of absence without pay. This is the date upon which vacation accruals are based.

Immediate Family. Spouse, children, brothers and their spouse, sisters and their spouse, parents, grandparents or grandchildren. Spouse's children and parents.

Introductory Period. See policy 2.95 for definition.

Job Description. A written description of a job consisting of a title, a general statement of the level of work and of the distinguishing features of work, examples of duties and qualifications for the Job Title.

Job Title. A group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class specifications and pay range.

Lay-off. The involuntary non-disciplinary separation of an employee from a position because of shortage of work, materials, or funds.

Leave. An approved type of absence from work as provided for in this manual.

Merit/Periodic Pay Increases. A merit increase is compensation within the confines of the pay scale established in the Pay Plan. It may be granted to an employee for meritorious service and completion of minimum prescribed periods of employment in the class.

Merit Proficiency Date. This date is generally when the employee completes their first 12 months of employment. It is the date used to mark annual performance evaluations. Each year the employee should have their evaluation during the two-week pay period which contains this date, when possible. The merit proficiency date will change with any change in pay grade or unpaid leave of absence.

Military Leave, Reserve. A leave of absence for military service performed during their employment as required by applicable state or federal law. An eligible employee's rights to reemployment after military leave will also be governed by applicable law.

Overtime. Authorized time worked by an employee for overtime work performed in accordance with Federal and State Regulations and this manual.

Promotion. Assignment of an employee from one Job Title to another which has a higher rate of pay and rank.

Reclassification. The action of changing a position by classifying it upward, downward or to a different classification on the basis of sufficient changes in the kind, development or responsibilities of work assigned to the position.

Reprimand. A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct and instruct the employee in how to correct and avoid repeating a mistake, infraction, deficiency or problem.

Seniority. Length of continuous service with the City as a regular employee.

Sick Leave. An absence approved by the department head or supervisor due to illness or injury.

Supervisor. An individual who has the authority to undertake or recommend tangible employment decisions affecting a particular employee; or an individual who has the authority to direct a particular employee's daily work activities.

Suspension. An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee; may be with or without pay.

Transfer. Assignment of an employee from one position to another position of a different Job Title or Work Location.

Work Day or Work Period. Scheduled number of hours an employee is required to work per day or per scheduled number of days as department policy.

Sec. 1.70 Role of Mayor and City Council.

The Mayor and City Council shall be the ultimate policy-making authority for all matters pertaining to personnel management in the City government and shall determine the numbers and kinds of positions of employment.

Sec. 1.80 Role of the City Administrator.

The City Administrator shall be responsible for the proper administration of the personnel management system by:

1. Ensuring appointments are based on merit and fitness.
2. Recommending a sound Pay Plan and position plan.
3. Equitably administering the Pay Plan.
4. Ensuring the City is an Equal Opportunity Employer.
5. Maintaining employee discipline.

6. Ensuring high employee productivity.
7. Maximizing employee development opportunities.
8. Ensuring fair and effective appeal and grievance procedures.
9. Fostering good employee relations.
10. Issuing such administrative directives as are necessary to implement these rules.

Sec. 1.90 Functions of the Human Resources Department.

The Human Resources Department performs the following functions:

1. Recruits candidates for employment.
2. Receives and initially processes employment applications.
3. Refers applicants to department in accordance with established procedures.
4. Processes appointments, separations, and other actions.
5. Develops general personnel forms.
6. Advises and assists the City Administrator and the department heads as to general personnel policies, and in individual cases ensures all laws and administrative regulations are complied with and that good personnel practices are observed.
7. Represents the City Administrator, as directed, in relationships involving personnel matters with private and governmental agencies.
8. Revises and keeps this manual up-to-date.
9. Maintains the Pay Plan and Job Descriptions.
10. Keeps the central personnel records, including records of accidents and injuries.
11. Performs other related functions as directed by the City Administrator.

Sec. 1.92 Human Resources Director.

The normal procedures for discussing concerns, or problems, will be resolved using the chain of command as provided in the Personnel Rules.

However, in instances where the concern is confidential in nature or the employees' interest might be compromised if a rigid chain of command is followed, the employee shall have the right to bring the concern directly to the Human Resources Director.

When questions or problems arise regarding issues in the workplace, employees are encouraged to

first discuss the matter with their supervisor. If they are not satisfied at this point or are uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or would prove uncomfortable, employees may always contact the Human Resources Director directly.

Sec. 1.93 Responsibility for Job References.

The Human Resources Director shall be responsible for providing job references for all past and present employees. All employees shall refer all job-related inquiries regarding references for former and current employees to the Human Resources Director.

Sec. 1.94 Role of Department Heads.

Department heads shall have full responsibility for managing their assigned personnel and for taking or recommending any personnel actions in accordance with the authority delegated to them by the City Administrator and the applicable provisions of these rules.

Sec. 1.95 Personnel Records.

The Human Resources Director shall maintain a file for each person currently employed by the City. An employee may contact the Human Resources Director to review their own personnel file. The documents in the file shall be reviewed in the Human Resources Director's office. The file or documents in the file shall not be permitted to leave that designated office. Employees do not have the right to add or delete material from their personnel files. Copies of particular documents shall be made at the request of the employee.

Sec. 1.96 Code of Employer-Employee Relations.

It is the policy of the City of Columbus to implement fair and effective personnel policies and to require all employees to serve the organization's best interests as listed below:

1. The City retains the sole right to exercise all managerial functions including, but not limited to, the right of the City to manage and supervise all operations and establish work rules, regulations, and other terms and conditions of employment; direction, assignment of work to, and arrangement of working forces, including the right to hire, promote or not promote, suspend, terminate for cause, make interdepartmental transfers, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the work sites including the establishment of new work sites and the relocation and closing of old work sites; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of City property; the subcontracting of unit work; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. The above detailed listing of management rights shall in no way be deemed to exclude other management prerogatives which may not have been specifically listed.

2. The City's objectives for employees include the following:
 - a) To provide equal employment opportunity and treatment regardless of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.
 - b) To provide compensation and benefits commensurate with the work performed.
 - c) To establish reasonable hours of work based on the City's service obligations.
 - d) To monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.
 - e) To offer employees training opportunities whereby the employee and City would mutually benefit.
 - f) To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
 - g) To establish appropriate means for employees to discuss matters of interest or concern with their immediate supervisor, department head, Human Resource Director or City Administrator.

3. The City expects all employees:
 - a) To deal with citizens, suppliers, and contracting organizations in a professional manner.
 - b) To perform assigned tasks in an efficient manner.
 - c) To be punctual.
 - d) To demonstrate a considerate, friendly, and constructive attitude toward the public and fellow employees.
 - e) To adhere to the policies adopted by the City.

4. Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the City has implemented or will implement in the future. (See Employment-At-Will, [Sec. 1.55](#).) Accordingly, the City retains the rights to establish, change, and abolish its policies, practices, rules, and regulations at will, and as it sees fit at any time, with or without notice.

Sec. 1.97 Employee Educational Refund Plan.

The City of Columbus recognizes the mutual advantages to be gained when employees enroll in continuing education courses. In order to encourage this program, the City has implemented an Employee Education Refund Plan whereby the City will reimburse the employee 80% of the tuition,

books and fees, subject to the following conditions:

1. Availability of budgeted department funds.
2. Only regular fulltime employees are eligible and must have completed one continuous calendar year of employment.
3. The courses or degree work selected by the employee must be technical or professional, and related to work available in City service. Enrollment must be made with a recognized and established college, university, technical school, correspondence school, or equivalent.
4. Prior to enrolling in a class, the request must be approved by the immediate supervisor, department head, and the City Administrator.
5. Continuing education courses are voluntary and must occur while off-duty and without compensation since such training does not constitute "hours worked".
6. The course must be satisfactorily completed and receipts for tuition, books, and entrance fees and transcript must be submitted as a basis on which to compute the refund.
7. Where the employee is already receiving tuition or scholarship assistance such as VA benefits, etc., the City will make the reimbursement for education costs to the extent that the total payments received by the employee from all sources does not exceed 100% of the total course cost.
8. An employee benefit of \$500 as incurred each calendar year and a \$2,000 maximum benefit is allowed under this policy.

In order for training and education to be eligible for this Employee Education Refund Plan, it must meet all 4 of these factors:

1. Attendance is outside of the employee's regular work hours;
2. Attendance is voluntary;
3. The course, lecture or meeting is directly related to the employee's job; and
4. The employee does not perform any productive work for the employer during such attendance.

CHAPTER TWO

METHOD OF FILLING VACANCIES

Sec. 2.05 Vacancy Identification.

Department heads shall notify the Human Resources Director as soon as they become aware of actual or impending vacancies in their organizations. No vacancy may be filled without the authorization of the City Administrator, who may specify the selection process or processes to be used.

Sec. 2.10 Promotion Policy.

A promotion is the assignment of an employee from a position in one Job Title to a position in another Job Title having a higher maximum salary. The City shall provide promotional opportunities whenever feasible. City employees may also apply and be considered for any position in the same manner as members of the general public.

Sec. 2.12 Competitive Selection.

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the selection process for applicants from any of three processes. First, the selection process may be limited to persons in the City service or a segment thereof. Secondly, the selection process may be opened to the general public without special preferences or consideration for any City employees who apply. And finally, the selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

Sec. 2.15 Noncompetitive Selection.

When in the best interest of the City, a noncompetitive selection process may be specified by the City Administrator. Vacancies may be noncompetitively filled with qualified persons by the following means:

1. Reinstatement of a former City employee, as described elsewhere in these rules.
2. Demotion for cause, as described elsewhere in these rules.
3. Voluntary demotion.
4. Repromotion of an employee previously demoted in lieu of layoff.
5. Lateral transfer.
6. Special employment program.

Sec. 2.17 Voluntary Demotion.

Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. Employees may be demoted at their own request if in the best

interest of the City.

Sec. 2.20 Demotion in Lieu of Layoff.

An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through noncompetitive re-promotion.

Sec. 2.25 Lateral Transfer.

Lateral transfer is any assignment from one position to another not involving a promotion or demotion. A lateral transfer may be effected at an employee's request or for reasons of administrative necessity. It is highly desirable when a vacancy occurs in a department for which an employee of another department is qualified, that the employee be given an opportunity to apply for the vacancy. In appropriate circumstances, the Human Resources Director shall ensure that notices are posted in City departments and divisions soliciting applications for lateral transfer.

Sec. 2.27 Special Employment Programs.

From time to time, the City Administrator, in furtherance of legitimate public policy objectives may specify vacancies be filled with persons eligible for inclusion in particular special employment programs without regard to the provisions of this chapter concerning selection processes. Special employment programs include, but are not limited to internships, youth employment programs, work-study programs, intergovernmental mobility assignments, vocational rehabilitation programs and seasonal employees.

Sec. 2.30 Temporary Positions.

The City Administrator may authorize any fair and practical means of filling temporary or seasonal positions without regard to other provisions of this chapter concerning selection processes.

Sec. 2.35 Vacancy Announcements.

The Human Resources Director shall announce all vacancies for which a competitive selection process has been specified.

Sec. 2.37 Purpose and Design of Application Forms.

The Human Resources Director shall develop one or more general application forms for use in applying for City employment. The Human Resources Director or department heads may also develop specialized or supplemental application forms for use in appropriate circumstances. Any forms developed by department heads shall be reviewed by the Human Resource Director for technical adequacy, utility, and equal employment opportunity compliance. Application forms shall be used in making fair determinations of qualifications for employment. Information concerning non-merit factors shall only be requested as necessary to satisfy equal employment opportunity and other legal requirements. Information required only at the time of selection or appointment shall not be solicited at the time of initial application.

Sec. 2.40 Filing of Application.

Applications shall be filed with the Human Resources Director as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications, if in the best interest of the City. The Human Resources Director shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

Sec. 2.45 Initial Processing of Application.

The Human Resources Director shall be responsible for the initial processing of employment applications as directed by the City Administrator. Should information be collected solely for equal employment opportunity purposes it shall be detached from the main body of each application upon receipt. The information shall be separately and securely filed by the Human Resources Director and shall not be used in the selection process.

Sec. 2.47 Evaluation of Qualifications.

It is the policy of the City to select, develop and promote employees based upon their individual qualifications, abilities and performance. Applicants for employment with the City will be requested to supply personal and employment references. In addition, the City reserves the right to obtain background information on applicants either before or after actual employment. Such information may include, but is not limited to, an individual's character, general reputation, mode of living, and criminal and other public record. To protect against the use of inaccurate information, the City will comply with applicable federal law in obtaining such information.

Sec. 2.50 Disqualification.

An applicant may be disqualified from further consideration at any stage of the selection process for, among other things:

1. Applicant cannot provide adequate documentation demonstrating their eligibility to work in the United States as required by federal law.
2. Applicant will not have attained their 16th birthday at the time of employment, except that a lower or higher minimum age may be established for certain temporary positions as required or permitted by state and federal law.
3. Applicant is not qualified to perform the essential functions of the position, with or without reasonable accommodation, or if such accommodation would impose an undue hardship on the City.
4. Applicant is currently engaging in the use of illegal drugs.
5. Applicant is not of good moral character to the extent that his or her job performance would be impaired or that discredit or risk would be brought upon the City by offering employment.

6. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act.

Sec. 2.55 Interviews.

Selection officials shall interview applicants in competitive selection processes who on the record appear to be the best qualified for the position involved. For designated positions, a written summary of interview questions and answers shall be prepared and forwarded to the Human Resources Director for retention. Interviews shall be conducted in a consistent job-related and nondiscriminatory manner.

Sec. 2.57 Documentation and Notification.

The Human Resources Director shall devise necessary forms and procedures pertaining to the selection process. Disqualification and selection decisions shall be thoroughly documented by the responsible officials. The Human Resources Director shall be responsible for conducting reference checks of successful applicants. The Human Resources Director shall also respond to any written requests from applicants concerning the reasons for their disqualification or non-selection.

Sec. 2.60 Employment of Relatives.

Two or more members of the same immediate family shall not be allowed to supervise each other or to do work under the same immediate supervisor except in emergencies. They may be employed in different units of the same department or in different departments. Should two present employees become immediate family through marriage, both employees may retain employment, however, City Administration retains the right and responsibility to transfer either one of the related employees for the purpose of maintaining the best interest of the City of Columbus. Summer only employees may be exempt from this policy if the department head specifically approves the hiring. The hiring of an immediate family member of a supervisor or department head must be approved by the City Administrator.

Sec. 2.65 Types of Appointment.

Appointments of employees to positions under these rules shall be of the following types:

1. Training appointments.
2. Regular appointments. Upon the satisfactory completion of the introductory period, employees are granted regular appointments.
3. Temporary appointments to replace regular employees. Employees may be given temporary appointments, which are limited to no more than one (1) year. Employees who are hired to temporarily fill a position vacated by a regular employee who is on authorized leave, shall, after 90 calendar days of employment, be entitled to sick and holiday leave on the same basis as a regular employee. In addition, should such employee receive an offer of employment to a regular position with the City, while still serving as a temporary employee, they will receive vacation and sick leave credit from the date of their appointment as a temporary employee.

Positions may be full or part-time, and may be occupied by employees under any of the three types of appointments.

Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities.

The City complies with applicable federal, state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws.

It is the City's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations: (a) to applicants only after conditional offers of employment have been extended; and (b) to employees for business necessity.
3. Keep all medical-related information as confidential as possible and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would impose an undue hardship on the City.

Qualified individuals with disabilities should make requests for reasonable accommodation to the City's Human Resources Director. On receipt of an accommodation request, the Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations. The Human Resources Director and City Administrator, in conjunction with those City officials and employees having a need to know, will determine the feasibility of the requested accommodation.

Sec. 2.67 Equal Employment Opportunity.

It is the policy of the City to provide equal employment opportunity to all employees and applicants for employment. No person is to be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.

1. This policy is applicable to all terms, conditions, and privileges of employment including, but not limited to hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.
2. The Human Resources Director, who reports directly to the City Administrator on matters relating to this policy, is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. The Human Resources

Director duties may include, but are not necessarily limited to:

- a) Assisting management in collecting and analyzing employment data.
 - b) Developing policy statements, and recruitment techniques designed to comply with the equal employment policies of the City.
 - c) Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
 - d) Assisting supervisory personnel in arriving at solutions to specific personnel problems.
 - e) Serving as liaison between the City and government agencies, minority organizations, and other community groups.
 - f) Keeping City management informed of the latest developments in the entire equal employment opportunity area.
3. Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be immediately referred to the Human Resources Director.
 4. Employees who feel they are being discriminated against should bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly or City Administrator.

Sec. 2.80 Minimum Age.

No applicant for employment shall be considered who is less than 15-years of age, and 15,16 and 17 year-olds shall not be considered eligible for any Job Title that requires the operation of a motor vehicle on public roadways.

Sec. 2.90 Processing and Orientation.

New and reinstated employees shall report to the Human Resources Director as directed for completion of personnel and payroll forms and for a general orientation to the City government, the Personnel Management System, and the City policy of Equal Employment Opportunity. Department heads or their designee shall provide further orientation on such matters as the introductory period, employee rights and responsibilities, assigned duties, level of performance expected, organizational structure and interrelationships, hours of work, safety, and availability of these rules and any applicable supplemental personnel regulations. Each regular employee will be issued a City personnel manual. Those departments who hire temporary and seasonal employees shall have a spare personnel manual available to these workers and shall make time for a review of the manual as a part of department orientation for their temporary and seasonal employees. After this review the employee

shall sign an acknowledgement form to be filed in their employee file. Employees should be made to feel welcome and should be especially encouraged to ask questions during their first days of employment.

Sec. 2.95 Introductory Period.

Every employee, except Police Officers & Fire Fighters, including part-time, seasonal, and temporary employees, shall have an introductory period of the first 6 months of work. Police Officers' and Fire Fighters shall have an introductory period of one year. Police Officers one year introductory period begins after the employee has received certification by the Nebraska Law Enforcement Training Center.

The purpose of the introductory period is to permit the supervisors and department heads to closely observe and evaluate the capabilities and willingness of the new employee. During this time, supervisors shall encourage and assist the new employee in making a successful adjustment to the job. Only those employees who meet an acceptable standard of work during the introductory period will be retained. An employee may be dismissed at any time during the introductory period if, in the judgment of the immediate supervisor and department head, the quality of work or the employee's manner or approach to the work do not warrant continuation of employment. The successful completion of the introductory period should not be considered a guarantee of employment of any specific duration.

The department head may extend the introductory period for a period of three months except in the case of Police Officers and Fire Fighters.

Employees promoted within the City service shall be in introductory training for their first six months. During that time the department head may cancel the promotion and assign the employee to the former or a similar position. As with all regular employees who successfully complete their introductory period, promoted employees shall not automatically receive a pay increase because of the satisfactory completion of their introductory period.

CHAPTER THREE

SALARY ADMINISTRATION

Sec. 3.10 Pay Plan.

It is the policy of the City to have a formal Pay Plan that is reviewed at least annually. Each job in the City, whether occupied, vacant, temporary, full-time or part-time shall have a job description outlining duties, responsibilities, and minimum job qualifications.

Sec. 3.20 Pay Grades.

Each position or job is evaluated and assigned a pay grade based on internal equity and competitive pay rates, keeping in mind the City's overall financial position.

Sec. 3.30 Salary Survey.

It shall be the policy of the City insofar as economically possible to remain continually competitive in compensation compared to similar sized cities in the state.

To that end, it shall be the responsibility of the City Administrator to annually review the Pay Plan, taking into account changes in economic conditions, as well as salary trends in similar sized communities and in the local wage market. On the basis of such review, the Administrator shall make recommendations as appropriate to the City Council for changes in the Pay Plan. The City Administrator is authorized to grant pay changes to avoid inequities.

Sec. 3.40 Starting Pay.

New employees shall normally start work at the minimum of the pay grades to which their positions are allocated if they possess the minimum qualifications for that position.

A candidate for employment having exceptionally good qualifications for the position may be employed initially at a rate higher than the minimum rate; provided the department head and City Administrator approve.

Sec. 3.50 Promotion.

When an employee is promoted from a position in a lower pay grade to a position in a higher pay grade, the pay of the employee shall be increased as follows:

1. To the first step of the higher grade.
2. If their present pay exceeds the first step of the new grade, to a step of the new grade which is higher than their present salary.

The applicable alternative shall be that which gives the employee an increase in pay.

If the employee is promoted to a higher grade, the employee shall be eligible for a periodic merit pay increase annually on the anniversary date of the promotion.

Sec. 3.60 Reclassification to Lower Pay Grade.

If an employee is demoted, either voluntarily or involuntarily, the employee's rate of pay shall be determined as follows:

1. If the rate of pay in the higher grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay shall be reduced to the maximum rate of pay of the lower position.
2. If the rate of pay in the higher grade position falls within the range of the pay grade for the position to which demoted, the rate of pay shall be placed on the next closest step down in the lower pay grade.
3. The City Administrator may vary the strict application of (1.) and (2.) in any case when such strict application would result in practical difficulties or unnecessary hardship.

Sec. 3.70 Periodic Pay Increases.

Employees shall become eligible for pay increases in the Pay Plan on the annual anniversary dates of their employment or annually on the date of most recent promotion. The supervisor is to evaluate the employee's performance and rate the employee and make a recommendation. No pay increases (including pay step increases and adjustments to the pay steps themselves) will be implemented unless there is a current satisfactory appraisal on file.

If the employee is not at the top of their pay grade, the supervisor may initiate a periodic pay increase at the anniversary date on which the employee becomes eligible or it may be recommended later. The recommendation shall be transmitted through the department head to the Human Resources Director. The department head and/or City Administrator may reject or modify the supervisor's recommendation.

It is the duty of the department heads and supervisors to identify outstanding workers and to recommend to the City Administrator that they be granted special pay increases. Such increases may be used to reward an employee for acquiring a special job certification.

Department heads shall avoid circumstances whereby a special pay increase is recommended to prevent a valuable employee from seeking employment elsewhere. Merit and ability should be recognized voluntarily by the supervisor, not under threat of resignation.

Sec. 3.80 Benefits.

The cash pay of employees by no means constitutes their total pay since employees receive a number of benefits in-kind which have substantial value. Depending on an employee's status, these benefits could include the following items described here in summary:

Benefit Title	Description	Who Qualifies	Who Pays for It
Call-Back Pay	A minimum payment of 2 hours of overtime pay when called back to work during an emergency.	All regular employees	City
Coffee Breaks	Employee working an eight-hour shift normally receives two 15 minute coffee breaks. As a full-time employee, break periods in a week add up to the equivalent of 2 ½ hours of paid break time.	All employees	City
Compassionate Leave	Up to 24 working hours of paid leave for a death or serious injury of an immediate family member or similar personal problem upon approval of department head.	All regular employees	City
Compensatory Leave	Employee may bank time off at a rate of 1 ½ times the number of hours worked in lieu of overtime pay.	All regular employees	City
Deferred Compensation	Employees can deduct pretax dollars from their gross pay into an approved deferred compensation program.	All regular employees	Employee
Dental Coverage	Pays usual & customary charges.	All regular employees working 30 hours or more a week	City and/or Employee
Vision Coverage	Employee Pays flat rates for different coverages (exam, glasses, contacts, etc.)	All regular employees working 30 hours or more a week	Employee
Flexible Spending	Employees may use pretax dollars to fund expenses such as childcare, and unreimbursed medical expenses.	All regular employees working 30 hours or more a week	
Health Coverage	A comprehensive major medical program.	All regular employees working 30 hours or more a week	City and Employee
Holiday Pay	The City recognizes 10 holidays. Most eligible employees receive holidays off with pay. Regular employees working on a holiday receive regular pay plus overtime pay for all hours worked during the holiday.	All regular employees	City
Job Posting	Opportunity to be considered for posted positions.	All employees	City
Language Pay	Employees who are required to occasionally use their language skills as part of their job duties may be eligible for bilingual pay of 2% increase of their hourly base salary. To	All employees	City

qualify, the following conditions must be met:

1. **Language Proficiency Test:**
The employer will administer a language proficiency test to assess the employee's skills. Passing the test is required to be eligible for the bilingual pay.
2. **Job Relevance:** Incentive pay will only be awarded if the language skills are directly relevant to the employee's job duties as determined by Department Head.

Life Insurance	City pays for group term life insurance for regular 30 hour employees. Optional supplemental life is also available through payroll deduction.	All regular employees working 30 hours or more a week	City
Long Term Disability Coverage	An income protections plan that pays covered employees 60% of their gross pay after having been disabled 180 days for a qualifying condition.	All regular employees working 30 hours or more a week	City
Military Leave	Pay for approved time away up to the allowed hours per USERRA (Uniformed Services Employment and Reemployment Rights Act)	All employees	City
Pension	Matching contribution program to provide an employee with pension benefits at retirement Current match City 6% and employee 6%. Police officers and firefighters contribute to their pension plans as mandated by Nebraska law.	Regular employees meeting hours and age requirements	City and Employee
Sick Leave	Employees accumulate one sick day per month that can be used when ill, up to a maximum of six month's worth of work hours.	All regular employees working 20 hours or more a week	City
Vacation	Full-time regular employee receives 10 days after 1 year; 15 days after 5 years; and 20 days after 15 years. Part-time regular employees' vacation time is prorated based on hours worked.	All regular employees working 20 hours or more a week	City
YMCA	Discounted membership rate available with payroll deduction.	All regular employees working 20 hours or more a week	Employee

Sec. 3.85 Pay Periods.

The pay period shall be a period of two weeks, beginning with the 12:01 a.m. Sunday shift and ending with the last p.m. shift on Saturday.

Pay will be issued biweekly on Friday following the end of a pay period. If a bank holiday falls on a Friday payday, an attempt will be made to issue pay one day early. If a City holiday and not a bank holiday, falls on a Friday payday, pay will be issued Friday.

Terminating employees will receive their final pay on the next regular payday when the pay would normally be due. Terminating employees should make arrangements with their supervisor concerning their final pay.

Sec. 3.90 Bi-Weekly Payroll Processing.

Employee status changes and salary adjustments are to be forwarded to the Human Resources Director for review and City Administrator’s approval on the Wednesday before pay week.

Employees should have their signed timesheets completed and forwarded to their supervisor on or before their last day of work in each time period. Timesheets should be delivered to the Finance Department by 9 a.m. each Monday of each pay week.

The City may make payments for wages and reimbursable expenses by electronic funds transfer or similar means of direct deposit.

Sec. 3.96 Employee Recognition.

Department heads and supervisors have a duty to identify and recognize outstanding performance by employees. The Municipal Recognition Program is the procedure for the granting of awards. A copy of the Municipal Recognition Program is available from the Human Resources Department.

Sec. 3.97 Payroll Deductions and Reductions.

Generally, a difference exists between “gross earnings” and your “take-home pay” otherwise known as your “net earnings”. Two reasons account for that difference: deductions required by federal and state government, and voluntary deductions authorized by the employee. All such deductions are shown on your pay stub.

1. Automatic Deductions

a) Federal and State withholding tax:

Amounts withheld for taxes are based on your earnings, marital status and the number of exemptions claimed. Nebraska employees will complete a W-4 form known as the Employee’s Withholding Exemption Certificate for both federal and state taxes. Federal and State tax deductions are done in accordance with law and the money deducted from your pay is remitted to the government as required.

- b) Social Security & Medicare (FICA – Federal Insurance Contribution Act): Each employee of the City, as required by law is to participate in this program. It is designed to provide retirement, disability, medical, and death benefits. Deductions are made at a rate established by law.

2. Other Required Deductions

- a) In some cases, additional required deductions may include court ordered wage garnishments, wage assignments, third party levies, and income-withholding orders (child or spousal support) levied against an employee’s pay. Under the federal Child Support Enforcement Act of 1984, income-withholding orders for child support take priority over all other wage withholding orders.
- b) While it is not the intent of the City to become involved in the personal affairs of its employees, we are required to follow court ordered deductions from pay. The employee will be notified by the Finance Department upon receipt of the court order. The Finance Department is responsible for computing the dollar amount legally allowed to be withheld from the employee’s check. Employees may need to complete a form indicating dependents.

3. “Dock in Pay” Deductions

- a) A dock in pay will occur when a request for leave time exceeds the leave balances available. Currently, when sick pay is requested, and no sick leave balance exists, the City will reduce vacation or compensatory time, if available. If vacation or compensatory pay is requested, and no leave is available, then a dock in pay may occur. As well, if sick pay is requested, and no other leave is available, a dock in pay may also occur.
- b) Non-Exempt Employees: Non-exempt employees are defined by the hours they work. Therefore, when all leave balances are exhausted the system will automatically create a dock in pay for the pay period in which the request exceeds the leave balance.
- c) Exempt Employees: Since exempt employees are not paid based on hours worked, there are certain rules pertaining to an institution’s ability to dock pay for use of leave above and beyond the balance available. For example, the City may make deductions when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability. Also, the City may make deductions from pay for absences of one or more full days occasioned by sickness or disability if the exempt employee has exhausted his or her leave allowance under other City leave plans, such as vacation and sick leave.
- d) The City prohibits improper pay deductions for exempt status employees leaves. To insure that exempt employees are not put in exempt status jeopardy because of an improper deduction for leave, an employee should notify the Human Resources Department if they believe an improper deduction for absence has been made. If the deduction is found to be improper, the City will reimburse the employee’s

paycheck for the amount deducted.

4. Voluntary Deductions or Reductions

These deductions must be authorized by the employee, by completing and signing the appropriate form and bringing it into the Finance Department. These deductions remain in effect until the employee notifies the Human Resources Department or the Finance Department in writing of the change, or the Human Resources Department notifies the employee that a new enrollment is necessary.

Deductions may include a variety of approved contributions or payments.

Reductions include pension and deferred compensation contributions, flexible spending contributions, and health and dental premiums.

5. Deductions from Final Paycheck

Upon termination of employment for any reason all employees are required to return City materials, property and equipment issued to the employee and to pay the City any money the employee may owe the City. Otherwise, the City may withhold corresponding amounts from the employee's final paycheck as authorized in the Acknowledgement Form to this handbook.

CHAPTER FOUR

HOURS OF WORK AND OVERTIME

Sec. 4.10 Hours of Work.

Department heads shall establish working schedules to meet their special need, provided that no schedule with eight-hour shifts shall under normal circumstances call for more than 40 hours a week.

Sec. 4.15 Travel Time.

The following guidelines shall be used in determining if travel time is to be considered as work time:

1. Home-to-work travel is not counted as hours worked.
2. Travel to and from work in emergency situations is counted as hours worked.
3. Time spent traveling to and from other cities on required assignment is counted as hours worked. Travel and work that extends over a 24 hour period, such as a multi-day educational seminar held outside of Columbus, requires a Travel Request form to be given to the department head for written approval.
4. Travel that is all-in-a-day's work is counted as work time.

Sec. 4.20 Overtime.

If requested to work overtime, an employee will be expected to do so unless the employee is excused for good cause.

Except for "exempt" employees, who do not qualify for overtime, overtime hours are based on hours worked in excess of 40 hours in a normal work week. For the purpose of determining overtime, only the following hours are counted towards hours worked: vacation, holiday, procedural and administrative leave except for Firefighters and Fire Captains. All other hours are not considered hours works for the purpose of calculating overtime. For Firefighters and Captains the overtime rate is applied to all hours worked over 106 hours in a 14-day work cycle. For Police Officers and Sergeants working 12-hour shifts, overtime is computed on a 14 day work cycle.

Overtime pay at the rate of one and one-half times the regular hourly rate of pay shall be paid as follows regardless of whether 40 worked hours accrued in the pay period:

1. For all time worked as a result of being called back to work on a regular work day or a scheduled day off, during an emergency such as snow removal, fire or official court appearance. In such cases the employee will receive a minimum of two hours overtime pay or one and one-half times the regular rate of pay for the actual hours worked, whichever is greater. However, an employee asked to return for an emergency callback cannot claim a second period of two (2) hours of emergency callback pay while they are still being paid for the first two (2) hour period.

2. To an employee who is required to work during the time period a holiday is observed for the time worked during the 24-hour holiday period (not applicable to Firefighters and Captains).

When budgetary restraints are compelling, department heads may order employees off the job before the end of the work week to avoid payment of overtime compensation.

Overtime hours must have the approval of the department head and should be approved in advance whenever possible. This applies only to overtime of non-exempt employees. Approval shall be indicated by the department head initialing the employee's time sheet. In-lieu of pay for overtime under (1) and (2), an employee may be granted compensatory time upon approval of the department head (see 4.30).

Sec. 4.25 Carrying a Pager or Other Electronic Device.

Carrying an electronic device while off duty does not constitute hours worked. These devices allow employees to effectively use the time for their own purposes and, consequently, such time is not compensable. However, the City expects that employees will refrain from consuming alcoholic beverages and a response time of 30 minutes while being required to carry these devices. When carrying an electronic device results in frequent "call ins", a pager benefit payment in addition to hours worked compensation will be studied. In unusual or emergency circumstances the City Administrator may authorize a temporary benefit in lieu of normal study. In the Streets Department during the winter season and in the Sanitary Sewer, Wastewater Treatment, and Water Departments, a 'Call Pay Fee' of one and one half (1½) hours has been implemented for each 24 hour period of being on call. Salaried employees can become eligible for pager compensation. For example, Police Captains receive \$200 a month. When a substantial amount of the minutes of an employee's personal cell phone is being spent answering City related calls, a \$10 monthly cell phone stipend may be implemented. As telecommuting situations occur, employees may be reimbursed for documented hours worked.

Sec. 4.30 Compensatory Time.

At the option of the department head, employees may be granted compensatory time off with pay in-lieu of pay for hours worked. If hours worked are eligible for overtime pay, 1.5 hours will accrue for each overtime hour worked. If the hours over 40 hours in a week are not eligible for overtime, one hour will be banked for each hour worked. Should the employees accrue over 240 hours of compensatory time, the overage will be automatically paid out with the next pay check. Any employee having accrued compensatory time may, upon termination of employment, be paid for such hours of unused compensatory time, not to exceed 240 hours, at a rate of compensation not less than the average regular rate received by the employee during the last three years of employment or the final regular rate whichever is greater. Compensatory pay will be paid out in a lump sum at separation.

Sec. 4.31 Shift Differential.

A 50 cent an hour differential credit will be paid to covered employees who are required to work between 6 p.m. and 6 a.m. The Fire Department is exempted from this benefit due to their unique work schedule.

Sec. 4.40 Exempt Employees.

Department heads, certain supervisors, and other employees designated by the City Administrator shall not be paid overtime for hours worked in excess of 40 hours per week. Exempt employees are expected to work whatever hours are necessary to complete their work and average at least 40 hours per week. Requests for extended time off will be reviewed by the City Administrator. The exempt positions are as follows:

City Administrator	Golf Course Superintendent
City Clerk	Human Resource Director
City Engineer	Library Director
Communications Director	Police Captain
Chief Building and Code Official	Police Chief
Director of General Services	Park & Recreation Director
Finance Director/City Treasurer	Public Property Director
Fire Chief	Public Works Director

Deductions from pay of exempt employees may be made for disciplinary suspensions of one or more full days imposed for violation of major safety rules or workplace conduct rules.

Sec. 4.45 Volunteer Time.

Volunteer time is any time spent working on a project or task which may be City-related but is entirely voluntary and not required by the department head nor directly related to their position with the City. Such time is not compensable, and any injuries or illnesses occurring during such volunteer time shall not be considered work-related for workers' compensation purposes. Work performed by an employee on a volunteer basis is not compensable.

Sec. 4.50 Break Periods

While there are no federal or state laws requiring a paid break period in addition to a lunch break, it is the policy of the City to provide employees with a paid rest period from their normal duties.

1. One 15-minute break period may be permitted during each four hours of work or as approved by the department head to accommodate department work schedules.
2. Break periods should be scheduled by department heads or supervisors so services rendered by the department are not interrupted.
3. Break periods should not be scheduled shortly after an employee reports for work or shortly before an employee's shift ends. However, a break period twice a day is not an employee right. Work flow problems may make it impossible on occasions to provide a break in a given four-hour period of work.

Sec. 4.70 Disaster Policy.

If Columbus should be struck by a tornado, flood, earthquake, severe wind storm, a major hazardous

material incident, or other disaster, all regularly scheduled off duty employees are required to report to their work place, for regularly scheduled work shifts, in person if possible, otherwise by telephone, unless otherwise notified by a supervisor. If the employee is not needed, s/he will be released to go home. Persons suffering personal injury to themselves or members of their household or loss of property during the disaster are not normally expected to report to their work but should report to their supervisor or department head daily or as directed by management.

CHAPTER FIVE

LEAVE BENEFITS

Sec. 5.00 Vacation.

The vacation benefit is to provide all regular employees with a paid leave for personal use as recognition for past services.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using vacation hours after the first payroll has been processed and leave hours have been accrued.

Regular full-time employees shall be granted vacations based at the following accrual rate:

1. 80 hours paid vacation after one (1) full year of continuous employment.
2. 120 hours paid vacation after five (5) full years of continuous employment.
3. 160 hours paid vacation after fifteen (15) full years of continuous employment.
4. 168 hours paid vacation after twenty-five (25) full years of continuous employment.

The vacation accrual rate for regular part-time employees who are designated as being on a 20-hour or more classification will have the same vacation accrual rate per hour worked as a regular full-time 40hour employee with the same years of experience. For example:

A full-time 40-hour employee accrues 80 vacation hours at the end of the first year of employment based on working 2080 hours in a year. This is an accrual rate of .0385 of an hour of vacation accrual for every hour worked. If a regular part-time 20 hour a week employee works a total of 1040 hours the first year, the employee will accrue 40 hours of vacation. If the employee works 1200 hours, the employee will accrue 46.2 hours of vacation in a year.

Arrangements for vacation time and approval by the department head or their designee should be made at least four weeks in advance whenever possible. A department head may ask that a written vacation request be turned in so they can be pre-approved. Whenever a conflict arises in scheduling employees for vacation, seniority will be an important consideration in resolving the issue.

Employees may carry up to two years of accrual based on their current employment status. However, any accrual of more than two years will be removed from the records. Vacation accrual shall continue until separation of employment; however, no accrual shall occur on the last paycheck. Having several weeks of vacation accrual does not guarantee an employee the right to use it in a single period of time. Vacation time is to be worked into the department schedule and the maintenance of City service is the first priority. Fire Captains shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and Captains receive a designated holiday benefit regardless of hours scheduled on a holiday, paid vacation may be used to replace scheduled work hours on an observed holiday.

Pay in lieu of vacation for full-time 40-hour employees is not permissible. The only exception to this policy would be at the City's request and only upon the approval of the City Administrator. Vacation leave will not accrue while an employee is on a leave of absence without pay. If a holiday occurs during the time an employee is on vacation leave, the employee will not be charged a vacation day for the holiday.

At the time of separation, the employee will be paid for all unused accrued vacation leave up to the maximum amount which can be accrued. This accrued vacation pay will be paid out in a lump sum at separation, or can be paid out biweekly until the end of the month of separation in order to maintain health and dental coverage. All insurance coverages end at the last day of the month in which the employee's last day of work occurs.

Vacation pay will not be paid in advance but will be included in the payroll period which includes the vacation period.

Because we recognize the importance of providing our employees with time off for rest, recreation, to recuperate from an illness, to attend family and other personal activities or for whatever purpose our employees deem appropriate, the City grants annual vacation to eligible exempt and non-exempt regular, full-time employees. Regular full-time employees become eligible for vacation as soon as the hours are accrued. The amount of vacation to which you are entitled depends upon your length of service with the City. Once a regular full-time employee becomes eligible, vacation becomes available based on your length of service with the City according to the schedule below and subject to certain employment conditions.

Employees shall accrue vacation each year as follows:

<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.

In addition to the retirement payout provided above, the City will also allow Full-time regular employees to accumulate over the one thousand and forty (1,040) hours of sick leave only for the following purpose. Employees may continue to accumulate over the one thousand and forty (1,040) hours each calendar year until the second pay day in January. If any Full-time regular employees have more than the maximum one thousand and forty (1,040) hours at this time, 25% of the sick leave hours exceeding the maximum shall be paid to the employee. Any employees who has accumulated over the maximum for this purpose will have their hours reduced to the maximum at the time of the annual payout. Any sick leave accrual over one thousand and forty (1,040) hours shall not be used for any other purpose.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using sick hours after the first payroll has been processed and the leave hours have been accrued.

Absence due to illness or injury must be reported to the department head or immediate supervisor as soon as possible. Failure to report the absence before the hour of duty may result in loss of sick leave pay. Absence due to illness or injury must be reported each day, unless the employee and department head have personally agreed to more extended periods of time. If an employee is absent without permission and is not in fact ill, the supervisor may cause a deduction in pay to be made from the employee's next paycheck for the number of hours absent from work.

Administration or department heads may request a physician's certification of illness from an employee for any sick leave, regardless of duration.

Abuse of sick leave benefits will result in disciplinary action and may be grounds for termination.

An employee may take sick leave: for illness of a member of the employee's immediate family, including dependents, that require the employee's personal care and attention in the judgment of the department head; enforced quarantine of the employee in accordance with community health regulations; a visit to a medical professional such as a doctor, dentist, or optometrist. Such appointments shall be scheduled in cooperation with the supervisor.

Sick leave benefits will not generally be paid for illnesses which occur during a scheduled vacation or scheduled days off. If an employee has an emergency inpatient hospitalization during a scheduled vacation the department head may grant the use of sick leave. If a holiday occurs during a period of illness the employee will receive holiday pay for that day in lieu of sick leave. Because of the unique holiday payment for Fire Captains and Firefighters, it may be possible to receive payment of sick leave during scheduled holiday work hours with the approval of the Fire Chief.

Sick Leave Bank

The purpose of the City of Columbus Sick Leave Bank is to provide additional paid leave for regular employees or the employee's spouse or resident minor children who have exhausted their accrued sick, vacation and compensatory leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

In the event a regular employee is diagnosed, or the employee's spouse or resident minor children are diagnosed with a severe illness that results in prolonged absences, use of the Sick Leave Bank may be requested. A request to utilize the Bank will be made to the department head and with the approval of the City Administrator.

Establishment of the Sick Leave Bank

The bank will be established through the voluntary contribution of one leave day by active full-time employees during an initial enrollment period. Contributing a leave day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

Once the Bank has been established, an open enrollment period will be held annually during the month of September. During the enrollment period, any eligible employee may join the Bank for the

following fiscal year by contributing one leave day. In order to remain a member in good standing, current Bank members must voluntarily make an annual contribution of one leave day each September at the time of initial enrollment. Should the Bank reach a balance of forty-five (45) or fewer available days, a special contribution period may be opened. If any days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year.

The program will be operated under the following additional guidelines:

1. Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate a leave day the following fiscal year(s). No payment of benefits will be made to survivors.
2. Membership continues from year-to-year with annual reduction in one leave day until/unless the member submits a revocation form to discontinue membership to Human Resources. The Human Resources Director will notify all employees at least one month prior to the new term.
3. Employees must waive all claims to leave voluntarily donated sick leave in the Bank, including any monetary or retirement-related value the days may hold.
4. The Bank is available to those employees who have completely exhausted all sick, vacation and compensatory leave and who are not receiving disability or Worker's Compensation.
5. Employees joining the Bank must have eighty (80) leave hours remaining after making a donation.
6. Employees who wish to voluntarily participate in the Sick Leave Bank must sign a statement accepting these terms of the Bank.
7. Employees may not designate a particular individual to receive or to not receive their donated leave.
8. A request to utilize the Bank may be denied if the member fails to provide any requested documentation.
9. The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.
10. The maximum amount of donated sick leave any employee can receive shall be 960 hours.

Sec. 5.21 Accrual of Vacation and Sick Time While Not Working

Employees that are eligible to accrue vacation and sick hours; in order to accrue vacation and sick time, you must have working hours, sick, vacation or comp time hours equal to normal weekly hours for each week during the pay period. If hours work, vacation, sick and comp time hours do not equal the same number of regular hours worked, no paid time off (sick and vacation) will be accrued (excludes Fire and Police).

Sec. 5.30 Administrative Leave.

Department heads may make requests for employees paid administrative leave to the City Administrator, if approved, such leave will not be chargeable to vacation leave under the following circumstances:

1. With department head approval, employees who are members of Civil Defense, Volunteer Fire Department or are assisting with preparation, response, cleanup from a disaster, or are put on procedural administrative leave may qualify for administrative leave during scheduled work hours without loss of pay.
2. In the event of the death of a current or former City official or employee, employees may receive approved administrative leave time to attend the funeral provided adequate staffing can be maintained for the functioning of all City departments.

Sec. 5.31 Jury Duty/Witness Leave.

In the event an employee is summoned to jury duty, the employee must notify his or her supervisor immediately after receiving such notification. If the employee is required to serve jury duty and this interferes with their regularly scheduled work day, the employee will not suffer loss of earnings. However, the employee must promptly turn over all jury pay to the City. Mileage payment for travel during jury duty is not considered a part of jury duty pay.

An employee must report for work on any day they are not assigned to jury duty and must report for work immediately upon the conclusion of their jury service. If approved by the supervisor, an employee may start their shift earlier than normal or finish their shift later in order to facilitate workflow.

An employee called to be a witness in a court or administrative proceeding is entitled to receive their regular rate of pay for time spent as a witness for those matters arising out of and related to the performance of their official duties for the City. However, the employee must promptly turn over all witness fees to the City. Paid witness leave is not available for time spent as an expert witness, for matters relating to any disciplinary or other action against the employee, or for matters that did not arise out of or are not related to the performance of the employee's official duties for the City. All decisions regarding witness leave shall be resolved at the sole discretion of the City Administrator.

Sec. 5.32 Voting Time.

Any employee whose work schedule conflicts with the opening and closing hours of the polls will be given time off to vote. The employee must request the leave of absence for voting prior to or on election day and the supervisor may specify the period of absence.

Sec. 5.35 Election Work.

If service as an election official is required by state statute as it is for jury duty, working as an election official is considered to be a public duty. The check you receive for serving as an election official must be signed and provided to City's Finance Department.

Sec. 5.40 Workers' Compensation.

As required by law, the City shall carry Workers' Compensation Insurance. This insurance shall cover work related accidental injuries, illnesses, or death while at work with the City.

All accidents must be reported immediately to an employee's immediate supervisor. The employee should complete an incident report, and give it to his/her supervisor who will promptly forward it to the department head for their analysis and signature. The department will promptly forward the incident report to the Human Resources Director office or will require the employee to personally bring the report to the Human Resources Director office for processing.

Repeated laxity in reporting injuries can result in disciplinary action.

If medical treatment costs are incurred, bills should be promptly sent to the Human Resources Director. This information will be submitted to the insurance company to determine if the injury is compensable.

Compensation payments are determined by state and federal regulations. A seven day waiting period is normally involved before compensation begins.

However, if an employee is injured in the line of duty and is unable to work, the employee shall receive full pay from the City less the amount of any Workers' Compensation payments for up to six months after the date of such covered injury. When an employee receives Workers' Compensation checks from the insurance company for temporary total and partial disability benefit, the checks are to be immediately turned over to the City since the employee is already being paid for the lost wages.

The City will not retaliate against an employee for seeking or receiving Workers' Compensation benefits to which they are entitled. Employees believing that they have been retaliated against must bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly.

Sec. 5.50 Holiday Leave.

The City shall observe the following holidays during the year:

New Year's Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas	December 25
2 Personal Holidays	Two personal days off chosen by employee

Regular full-time employees are entitled to paid leave in observance of these holidays. These holidays are to be taken in whole day increments. The pay record and/or time sheet will be recorded as "holiday pay" and will be equal to the number of normally scheduled work hours for the employee's shift at the regular rate of pay. Regular part-time employees are entitled to paid leave in observance of these holidays based on their proration of hours worked. Example: employee hired to work 20 hours/week, will receive 4 hours of holiday benefit if they were normally scheduled to work the day of the week the holiday falls on.

Personal Holiday shall be recorded on time sheet as personal holiday. In addition, a regular employee may take two hours of religious leave one day a year to attend a religious observance of their faith.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. For City departments or work groups who are normally scheduled to work on holidays, the department head may elect to have the work group observe the holiday on its actual day even when the holiday is on a weekend.

In order to be paid holiday pay, you will be required to work the day before and day after the scheduled paid holiday, unless the employee provides a note from a doctor or employee has a pre-scheduled medical absence with a note from a doctor. If you take vacation or comp time the day before or after the holiday, your qualifying day will be the day before or after your vacation or comp time day. If you are absent from work on your qualifying days, you will not be paid holiday pay. (This paragraph excludes Police and Fire Union)

An employee terminating before the actual holiday is not eligible for holiday pay. Regular employees, except for Firefighters and Captains, scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday hours as a part of the employee's holiday compensation. These hours are to be recorded as holiday hours on the time sheet. The employee will also receive one- and one-half times their regular rate of pay for all hours worked on the holiday except for Firefighters and Captains who receive regular rate of pay.

Except for Firefighters and Captains, all regular employees called in to work on an observed holiday will receive their normal holiday leave hours written into the holiday section of the time sheet. They will also receive one- and one-half times their regular rate of pay for the hours worked on the holiday. For example, a Water Department employee called in to work for two hours on Veterans Day will receive eight hours of holiday pay plus two hours of overtime for working on the holiday.

A regular part-time employee who would have normally been scheduled to work but was granted the time off on an observed holiday will receive the time off and their regular pay for that observed holiday.

Temporary and seasonal workers will receive one- and one-half times their regular rate of pay for all hours worked on an observed holiday.

Sec. 5.60 Leave of Absence Without Pay.

A leave of absence may be granted to an employee for a compelling reason.

For purposes of accruing benefits the following criteria will apply:

1. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.
2. Benefits which are accrued up to the time of the leave of absence will be retained. Employees taking a leave of absence must first use up accrued compensatory time, vacation, and if appropriate, sick leave. The employee will also become responsible for paying their insurance premiums if they will be off work for at least one month after accrued compensatory time, vacation and if appropriate, sick leave are exhausted.

All requests for a leave of absence must be in writing and approved by the department head and the City Administrator.

A request for a leave of absence should be submitted at least two weeks in advance. An exception to this policy may be granted in emergency or special cases as approved by the department head and City Administrator.

An employee will be reinstated to his original position whenever possible after a leave of absence. However, the City does not guarantee the availability of the same position, in which case an attempt will be made to place the employee in a similar position, if available. Failure of the employee to return to work at the expiration of the leave of absence will result in disciplinary action and may result in termination retroactive to the starting date of the leave.

An employee must make arrangements with the Finance Department before going on a leave of absence for payment of voluntary payroll deductions such as health insurance, or long-term disability insurance, if the employee will not receive enough pay to cover the deductions for one or more payroll periods. If, during an approved leave, an employee desires to have the City continue its contributions toward insurance coverages such as life insurance and health insurance (assuming family medical leave does not apply 5.70), the employee must use at least 30 hours of paid leave per week to maintain the City contribution. When the employee no longer has any paid leave, then the employee must pay the entire cost of the premium for the remainder of the approved leave to keep coverages in force. Ordinarily, a leave of absence will not be granted for more than three months. However, leaves for a specific purpose, such as military service or educational programs may be granted for longer than three months. No leave without pay shall be granted if, when combined with all other types of leave which the employee has taken or is available to the employee, will exceed a period of one (1) year's total leave except for employees covered by required military duty and as pursuant to military orders.

A holiday which occurs during an unpaid leave of absence of 14 days or more will be forfeited, no matter when the holiday falls in the leave period.

If an absence due to illness or injury extends beyond the accrued paid sick leave days, questions concerning benefits, etc. should be referred to the Human Resources Department for interpretation. The City may require certification, on a periodic basis, of an employee's continuing illness or disability by the employee's physician and/or a physician selected by the City. Applicable benefits may also be available under the Family Leave Policy.

Sec. 5.70 Leave of Absence (Family Medical Leave & Military Family Leave).

The City will comply with the Family Medical Leave Act of 1993.

I. Eligibility for Leave

- A. Any employee who has been employed by the City at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months preceding the commencement of the leave of absence is eligible for an unpaid family or medical leave of absence if certain conditions are met (“eligible employee”). In appropriate circumstances, the eligible employee will be returned to the same or an equivalent position following the leave.
- B. An eligible employee is entitled to family and medical leave for one or more of the following reasons:
- (1) birth of a son or daughter, and care for the newborn son or daughter, if concluded within twelve (12) months of the birth of the child;
 - (2) placement with the employee of a son or daughter for adoption or foster care, if concluded within twelve (12) months after placement;
 - (3) care for the employee's spouse, child, or parent who has a serious health condition;
 - (4) inability of the employee to perform the functions of his or her position due to a serious health condition;
 - (5) any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
 - (6) care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next-of-kin of the servicemember.

II. Required Notice

- A. If the necessity for the leave is foreseeable, an employee must provide the City with thirty (30) days advance written notice of a request for leave. Leave is deemed to be foreseeable if it is for an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of an immediate family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. It should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

III. Medical Certification

- A. An employee requesting leave based on a serious health condition, whether it involves the employee or an immediate family member, must obtain a medical certification form. The medical certification form must be completed and signed by the employee's health care provider. All FMLA forms may be printed from the U.S. Department of Labor website: <http://www.dol.gov/esa/whd/fmla>, or you can obtain the forms from the Human Resource Director.

The completed certification form (FMLA) must be submitted within fifteen (15) calendar days of the requested leave, unless it is not practicable under the particular circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. In all cases of leave for medical reasons, the City reserves the right to request a second medical opinion, at the City's expense, if the validity of the first medical certification is in doubt. The City shall designate the health care provider to furnish the second opinion. If the opinions of the employee and the City's designated health care providers differ, the City may require the employee to obtain a third medical opinion at the City's expense. The third health care provider will be chosen jointly by the City and the employee. The third opinion is final and binding.

The City may request recertification no more often than every thirty (30) days, except where the employee requests an extension of leave or circumstances described by a previous certification have changed significantly. However, if the medical certification indicates that the minimum duration of the condition is more than 30 days, the City must wait until that minimum duration expires before requesting a recertification. In all cases, the City may request a recertification of a medical condition every six months in connection with an absence by the employee. The City may request recertification in less than 30 days if: 1) the employee requests an extension of leave; or 2) circumstances described by the previous certification have changed significantly; or 3) the City receives information that causes doubt upon the employee's stated reason for the absence of the continuing validity of the certification.

IV. Service members Certification

- A. An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must provide the employee's supervisor with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active-duty status of a covered military member, must also obtain a certification form from the Human Resource Director or U.S. Department

of Labor website that must be signed and completed by the employee. The completed FMLA form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. An employee requesting leave to care for a covered servicemember with a serious injury or illness, must obtain a certification form from the Human Resource Director or U.S. Department of Labor website that must be signed and completed by the employee. The completed certification form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

In lieu of a certification, the employee may submit as certification “invitational travel orders” or “invitational travel authorization” issued to any employee’s immediate family member to join a qualified injured or ill servicemember at his or her bedside.

V. Length of Leave

- A. Each eligible employee may be granted an unpaid family and medical leave, including maternity leave, for a period up to twelve (12) weeks (during any twelve (12)-month period). In determining eligibility for leave, a "rolling" twelve (12) month period is used, measuring backward from the date the employee first uses the leave.
- B. An eligible employee may be granted an unpaid family and medical leave to care for an immediate covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, for a period of up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. An employee requesting leave will be required to use any unused accrued vacation, compensatory leave and sick leave as part of the FMLA leave. Once such accrued vacation, compensatory leave and sick leave is exhausted, the balance of the employee’s FMLA leave will be without pay.

VI. Benefits during Leave

- A. An employee on a family or medical leave will be retained on the City’s health plan under the same conditions as active employees, except that the employee must make arrangements with the payroll administrator for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty (30) days late, coverage will be lost during

the period of the leave. In circumstances where an employee is on paid leave (i.e., the use of sick leave or vacation while on FMLA leave), the appropriate deductions will be made in the same manner as the employee's regular paycheck. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.

- B. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless:
 - (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or an immediate family member; or
 - (2) the failure to return stems from circumstances beyond the control of the employee.

VII. Return from Leave

- A. An employee returning from leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits greater than those he or she would have had in the absence of taking such a leave.
- B. In dealing with leaves involving a serious health condition of an employee, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the City must receive a fitness-for-duty certificate from the employee's health care provider stating that the employee is able to resume work.

VIII. Reduced Work Schedule

In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work.

In cases of a serious health condition of the employee or an immediate family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations, and the City reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule is based on planned medical treatment, the City reserves the right to temporarily transfer the Employee to a comparable position that better accommodates the employee's recurring periods of leave.

Any time permitted based on a reduced work schedule will be treated in the same manner as absence under the family and/or medical leave policy, and such absence will be counted

against the leave permitted under the policy.

Sec. 5.80 Absence Without Leave.

Employees failing to report for or remain at work as scheduled or directed without proper notification, authorization, or excuse shall be considered absent without leave, shall not be in pay status for the time involved, and shall be subject to appropriate disciplinary action. Absence without leave for more than three work shifts or in the case of a firefighter, two work shifts, shall be considered an abandonment of their duties, which shall ordinarily result in dismissal.

Sec. 5.85 Continued Employment While on Leave of Absence

Employees who are on an approved leave of absence, whether paid or unpaid are normally prohibited from outside employment with another employer or being self-employed while on such leave unless the employee's written disclosure of the employment relationship is approved by the City Administrator. Military orders would be considered an exception to this rule. Employees who are found to be engaged in outside employment while on a leave of absence may be disciplined up to and including termination.

Sec. 5.90 Compassionate Leave.

In the event of a death, serious illness, injury or similar major personal problem of a regular 20 hour or more a week employee's immediate family, a department head may request compassionate leave for the employee, not to exceed three work shifts with pay, per occurrence, to a regular employee. Firefighters may use up to 24 working hours over two work shifts with approval of Fire Chief. Compassionate Leave request shall be made to and approved by the City Administrator.

When an event would also qualify under the sick leave benefit, sick leave will be the leave of first resort.

In the event of a death of the listed below, a department head may grant an employee up to one work shift, with pay, to attend the funeral, wake or event related to the funeral.

Employee's

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.

Written Reprimand

A written reprimand is considered formal discipline that aims to communicate to the employee that their actions are not acceptable. Disciplinary points will typically accompany a written reprimand as outlined in the prescribed discipline of each of group offenses sections.

Suspensions

A suspension is temporarily prohibiting an employee from performing their duties as a result of the employee's unsatisfactory job performance or misconduct. A suspension seriously impacts departmental productivity and the employee's pay.

Duration

Disciplinary suspensions shall be without pay and shall not exceed ten (10) work days for a Group II violation or twenty (20) work days for suspensions in lieu of termination.

Overtime Exempt Employees

Overtime exempt employees may be suspended for any duration within the above limits for violations of written rules and policies governing workplace conduct applicable to all employees; otherwise, the

suspension must be for a full work week. Also, overtime-exempt employees cannot be suspended for less than a full work week for job performance issues.

Demotions

A disciplinary demotion can occur as an intermediate form of discipline or as an alternative to termination and in situations where other disciplinary measures have been unsuccessful to correct unsatisfactory job performance or misconduct. The employee's salary will be reduced to a level within the salary range of the city's Classification & Pay Plan.

Terminations

An involuntary separation for acts and/or behavior of such a serious nature that the first occurrence should justify termination or for unsatisfactory job performance or misconduct of a less serious nature which continues after other disciplinary measures have been imposed for prior poor work performance or misconduct.

Sec. 6.35 Types of Offenses & Specific Actions

The following procedures will set forth guidelines for determining the severity of the offenses of misconduct. The offenses listed in this policy are not intended to be all inclusive but instead serve as guidelines. It is expected that many, if not most, infractions will not be specifically listed in this policy. Failure to correct behavior, performance, or conduct after commission of a Group I or II offense will result in further disciplinary action.

Sec. 6.40 Group I Offenses

These offenses include misconduct that is less severe in nature, but which requires corrective action in the interest of maintaining a well-managed, respectful, and productive work environment. Examples of Group I offenses include:

- Unsatisfactory attendance or excessive tardiness as defined by the individual departments;
- Abuse of City time such as use of City time for non-work-related activity, personal business, or abuse of sick leave;
- Inappropriate or unauthorized use of City equipment, facilities, or information;
- Unsatisfactory job performance
- Disruptive behavior; including rudeness, inappropriate language or gestures, or uncooperativeness toward others;
- Refusal to work reasonable overtime;
- Failure to comply with the Fair Labor Standards Act (FLSA); and
- Improper use or operation of a city vehicle, equipment or facility

Corrective Action: The prescribed disciplinary action for each violation is five (5) disciplinary points and a written reprimand in the employee's personnel file. Supervisors must discuss a Group I offense with the employee and advise the employee of the need for correction. Depending upon the severity and nature of the offense, the employee may, in lieu of being cited for a Group I offense, be subject to verbal or written counseling. If the condition is not resolved by verbal discussions, the employee must be given a written counseling to document the failure to correct the stated offense.

Sec. 6.45 Group II Offenses

Group II offenses constitute misconduct which is more severe in nature. Disciplinary actions for Exempt employees shall be in compliance with the Fair Labor Standards Act (FLSA). Examples of Group II offenses include:

- Continued unsatisfactory job performance;
- Failure to follow a supervisor's verbal or written instructions, perform assigned work, or otherwise comply with applicable city or departmental policy, rules, regulations, or directives, except for refusal to cooperate with respect to alcohol and drug testing which is a Group III Offense;
- Violating safety procedures (not a threat to life);
- Leaving the worksite without permission during work hours;
- Workplace harassment or other prohibited discriminatory conduct;
- Failure to report to work as scheduled without proper notification;
- Violating confidentiality when city and department policies, regulations, or rules have been published or which the employee is expected to know;
- Use of obscene or offensive language or gestures when dealing with other employees, supervisors, or the public;
- Negligence in the performance of job responsibilities including the negligent operation of a city vehicle or equipment; and
- Unauthorized use or misuse of city property or information;

Corrective Action: The prescribed disciplinary action for each violation is ten (10) disciplinary points and a written reprimand in the employee's personnel file, and may also include a suspension without pay for 1-10 days with the concurrence of the department head, Human Resources Director and City Administrator.

Sec. 6.50 Group III Offenses

The offenses included in this group are more serious in nature. Examples of Group III offenses include:

- Accumulation of three (3) Group 1 offenses within a rolling twelve-month period;
- Unauthorized possession or use of firearms, dangerous weapons, or explosives while working or on any city property except in accordance with State or Federal laws;
- Absence or leave in excess of five (5) working days without prior authorization;
- Withholding information, or making false or misleading statements;
- Failing to fully cooperate during an administrative investigation, or interfering with an administrative investigation;
- Falsification, misuse, concealment, or alteration of records, including but not limited to vouchers, reports, time and leave records, or other city documents;
- Gross negligence in the performance of job responsibilities;
- Behavior which is considered unethical, or unprofessional conduct with clients, citizens, program participants, or other employees;
- Overt or implied threats or coercion of employees, supervisors, subordinates or the public, including but not limited to incidents of bodily contact;
- Unauthorized possession or use of alcohol or a controlled substance on the job; operating city equipment, including vehicles, while under the influence of alcohol or a controlled substance;
- Positive controlled substance or alcohol test; refusal to cooperate fully with respect to alcohol/substance abuse testing policy as defined by the city's Alcohol, Illegal
- Drugs and Controlled Substances policy will result in termination;
- Violating safety procedures where there is a threat to life;

Corrective Action: The prescribed corrective action for Group III offenses is termination. If the department head determines that extenuating circumstances exist and the employee otherwise has a satisfactory record of job performance and conduct, the department head with the concurrence of the Human Resources Director and the City Administrator, has the option to impose twenty (20) disciplinary points and a 11-20 day suspension without pay, and/or demotion, in lieu of termination.

Sec. 6.55 Disciplinary Action for Points Accumulation

In addition to the prescribed disciplinary action for each instance of misconduct, the following action is prescribed for the accumulation of disciplinary points:

- Employees who accumulate thirty (30) disciplinary points within any rolling twelve (12) month period will be terminated.
- Employees who accumulate thirty-five (35) disciplinary points within any rolling twenty-four (24) month period will be terminated.

Points shall accrue at the time the disciplinary action is taken, not when the misconduct occurs or the date that any appeal from the disciplinary action is decided at the various steps of the grievance

process (even if the disciplinary action is modified). The date of the original letter or memoranda which notifies the employee of the disciplinary action is the date that points accrued.

Sec. 6.60 Corrective Action Guidelines

Disciplinary action will be taken to correct or discourage unsatisfactory behavior or performance. The following principles will be observed when considering disciplinary action:

- Management shall consider prior disciplinary actions taken against the employee, including the date, severity, and circumstances of the prior actions.
- The disciplinary action shall be situationally appropriate and shall be consistent with the expectations of the position.
- Management shall consider the special needs of the department, and the seriousness of the employee's behavior or performance.
- Employees are responsible and accountable for knowing the performance or behavioral expectations of the city and their department.
- In determining the severity of the disciplinary action, the supervisor should establish whether there has been repetition of the same or similar performance or behavior.

Sec. 6.65 Disciplinary Procedures

Any alleged violation of the city's or a department's Standards of Conduct, rules, policies, directives, or for continued failure to meet job performance standards or expectations shall be investigated. The employee shall be provided the opportunity to respond before disciplinary action is taken. Departments have flexibility in the investigation of disciplinary matters in a manner appropriate to the alleged misconduct.

Immediate Administrative Suspension with Pay Pending Departmental Investigation:

An employee may be immediately suspended from work with pay pending completion of a disciplinary investigation into misconduct (committed on or off duty) with the prior approval of the affected department head, Human Resources Director and City Administrator, if it is determined that the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or the employee's department, or to the welfare of the public, or to other city employees or to the administrative investigation.

When an employee is placed on administrative leave with pay and the department head, Human Resources Director or City Administrator has established one or more meeting dates related to the administrative investigation during the employee's regular work hours which the employee may reasonably be expected to attend, and the meeting date is postponed at the employee's request, the

employee will not be paid past the original established date. Likewise, paid administrative leave will cease if an employee does not attend the meeting. If a meeting date is postponed by the department head, Human Resources Director or City Administrator, then the employee will remain on administrative leave with pay until the date of the meeting. If the meeting is commenced but is adjourned, the employee will remain on administrative leave with pay until the meeting is concluded. If subsequent termination action is taken, the effective date of the termination will be the determined by the investigating party with the concurrence of the Human Resources Director and City Administrator.

Immediate Suspension Without Pay Pending Departmental Investigation:

An employee may be immediately suspended from work without pay only when a finding of probable cause that a crime has been committed by the employee has been made by a judge, magistrate, or grand jury, AND the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or employee's department, or to the welfare of the public, or to other city employees. Such a suspension without pay may be imposed if the above conditions are met, and with the prior approval of the affected department head and the Human Resources Director or designee, after consultation with the City Administrator.

Duration: The administrative suspension without pay shall end if the above conditions cease to exist (e.g., the employee is no longer deemed to be a substantial and immediate danger to the aforementioned persons or entities) or until completion of the city's administrative investigation provided the employee is returned to work.

Grievability: The administrative suspension of an employee without pay under this subsection is immediately grievable. Steps I and II of the grievance procedures shall be waived. A meeting at step III within the required time period shall be limited to the issue of the continued suspension without back pay. At the employee's option, the issue of the suspension without pay may be combined in a timely grievance filed later by the employee concerning the underlying disciplinary action, if any.

Back Pay: If the employee is not subsequently terminated following the completion of the administrative investigation, the City Administrator or designee may order full, partial, or no back pay. The City Administrator or designee shall not be bound by the outcome of any criminal court case but may refer to such outcome and findings in making a final decision.

Sec. 6.70 Procedures for Taking Disciplinary Actions

Disciplinary action may be taken only by the department head or the department head's designated representative. This policy is intended to promote consistency in the application of discipline and to grant employees the opportunity to respond to allegations at a high level of management before action

is taken. However, supervisors below the level of the department head or the designated representative have a major responsibility for administering the Standards of Conduct (and also performance issues) and disciplinary procedures. Supervisors monitor and enforce the Standards of Conduct and, in most instances, will determine if an action will be processed through the disciplinary process. Supervisors are often assigned responsibility for investigating alleged misconduct and performance issues. Supervisors are responsible for providing input and making recommendations to department heads and designated representatives and such recommendations are to be considered in the determination of what disciplinary action to take, if any.

In large departments, or those with several levels of management, the department head may designate lower levels of management to handle less severe misconduct and performance issues and to take appropriate disciplinary or corrective action, if any. In cases involving alleged misconduct and unsatisfactory performance, which may result in suspension, demotion, or termination, the department head shall be personally involved in investigating or overseeing the investigation of the allegations of misconduct and unsatisfactory performance, and determining disciplinary action, if any.

When there is reason to believe misconduct may have occurred, the department head or the department head's designee shall initiate an appropriate investigation to determine the facts surrounding the alleged misconduct or unsatisfactory performance. The department head or designee may personally conduct the investigation or may assign the investigation to another person.

If after review of information developed in the investigation, the department head or designee determines that misconduct or unsatisfactory performance may have occurred and that disciplinary action may be pursued, he/she will inform the employee in writing in a formal written notice of allegations. The employee will be informed in the notice that the employee will be afforded an opportunity to meet with the department head or designated representative in order to respond to the allegations after five (5) work days after receipt of the notice, unless an earlier date has been agreed to by both parties. The allegations should cite the specific instance(s) of misconduct or unsatisfactory performance including the facts underlying the allegations but need not specify specific level(s) of misconduct. The employee shall also be informed in the notice that the employee has a right to present documents and give verbal or written statements at the meeting, and bring witnesses, if desired.

The meeting between the department head or designee and the employee shall be held as soon as practicable, preferably within ten (10) work days of the time the employee is given the notice of the allegations.

The meeting, at which the employee is provided the opportunity to respond to the allegations, is an informal administrative process. It is not a grievance proceeding. The meeting is not a trial and it is not intended that the department's evidence and witnesses be presented. The meeting is not bound by or conducted by court procedures or rules of evidence. The meeting is conducted by the department

head or designee who shall determine the procedures by which the meeting will proceed to ensure that the employee has the opportunity to respond to all allegations. The following policies apply to the conduct of the meeting:

- The meeting shall be recorded.
- The meeting shall be between the department head or designee and the employee. A representative from Human Resources may also be present. Attorneys for the city and the employee shall not be present. Supervisors of the employee and other departmental management shall not be present except as necessary to provide information. The employee has the right to present documents, make statements, and present witnesses. If the employee brings witnesses, the witnesses shall be present only while presenting information.
- The department head or designee may continue the meeting if necessary and shall determine when the matter is concluded.

If the employee has waived the right to appear at the meeting, or does not appear, the department head or designee shall base the decision on the information available.

Upon conclusion of the meeting, the department head or if appropriate, designee, shall consider all available evidence, including the employee's work record, if appropriate and shall determine appropriate action.

If the department head or the designee determines that misconduct or unsatisfactory performance did not occur, or could not be substantiated, the reasons for the decision shall be documented and the matter shall be closed.

If the department head or designee determines that misconduct or unsatisfactory performance did occur, the department head or designee shall determine the specific instance(s) of misconduct or unsatisfactory performance, level of misconduct, and the disciplinary action to be taken. In cases in which several violations of the city's or a department's Standards of Conduct, rules, policies or directives arise from the same incident, the department head may assess the appropriate disciplinary action for each separate violation. The department head or designee shall not be bound by the outcome of any court action, but may refer to such outcome and findings in making a final decision.

If the employee was administratively suspended without back pay the City Administrator or designee may order full, partial, or no back pay as deemed appropriate under the circumstances.

If the meeting was held by a person other than the department head, the department head may review the case with the designee and may elect to meet with the employee before making the final determination of disciplinary action.

In cases involving termination, demotion, or suspension and in cases in which misconduct specifically assigned to a level by this policy is processed at a different level, and in cases in which a lesser action than termination is taken due to extenuating circumstances, the department head shall review the case with the Director of Human Resource Management or designee prior to determining disciplinary action.

The employee shall be notified in writing of the determination within ten (10) work days after the conclusion of the meeting. However, this time frame may be extended by the department head or designee when necessary to appropriately consider the information, review the case, and prepare a written response.

If the meeting was held by anyone other than the department head, the employee may request a meeting with the department head before disciplinary action is administered. The request must be in writing to the department head within seven (7) calendar days of notification of the disciplinary action. This meeting will be conducted as stated above, with the department head notifying the employee of his/her determination within ten (10) work days after the conclusion of the meeting.

Upon the final determination of disciplinary action, the employee shall be advised of his/her rights to appeal through the employee Grievance Procedure, if applicable.

Sec. 6.75 Grievance Procedure

An employee may submit a written grievance to their 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 who remains dissatisfied may submit the grievance to the next higher supervisor within seven calendar days of receiving 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 City Administrator fails to provide a written response within seven calendar days of receiving the grievance, the employee may escalate the grievance to the next higher supervisor.

As the final authority for grievances, the City Administrator shall conduct any necessary investigation and/or hearings. If the City Administrator determines that a hearing is required, the employee shall be allowed to attend, be represented by anyone of their choosing, and present evidence and/or witnesses on their 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 the conclusion of the hearing.

In the event of a grievance against the City Administrator, the Mayor or their designee shall perform the duties and serve as the final authority.

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.

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Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 11, 2025
TO: Mayor & City Council
FROM: City Administrator
RE: Personnel Manual


RECOMMENDATION:

To approve the updated personnel manual.

DISCUSSION:

During the 2024 update to the personnel manual, the grievance procedure was unintentionally omitted. We have added back the grievance procedure, it matches the same procedure that had previously been adopted.

FISCAL IMPACT: None

Approved By: 

ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the 2024 City of Columbus Personnel Manual. I understand that I must read it or have it read to me carefully. I understand this Manual supersedes all prior versions. I recognize that I must understand all of its rules, policies, terms, and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action and/or termination. I understand that upon termination of my employment for any reason, I must return all City materials, property and equipment issued to me and pay the City any money that I may owe, and agree that upon my failure to promptly do either of these the City can withhold corresponding amounts from my final paycheck and take whatever legal action is necessary to recover such. **I understand and agree that unless I am covered by the Civil Service System (which has its own set of statutes and regulations), my employment is terminable-at-will, so that both the City and I remain free to choose to end our work relationship at any time. Similarly, no City official has the authority to enter into an oral employment contract, and only the Governing Body can enter into a written employment contract on behalf of the City.**

I understand nothing in this Manual in any way creates an express or implied contract of employment between the City and me, but rather is intended to foster a better working atmosphere while the employee/employer's relationship exists.

Employee's Signature

Date

Employee's Name (Printed)

THIS IS NOT A CONTRACT FOR EMPLOYMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A PROMISE OF ANY TERM OR CONDITION OF EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, CONTINUING EMPLOYMENT. THE CITY OF COLUMBUS RESERVES THE RIGHT TO MODIFY OR REPEAL ANY PROVISION OF THIS HANDBOOK AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE.

CHAPTER ONE

PERSONNEL MANAGEMENT SYSTEM

Sec. 1.10 Purpose.

The personnel management system of the City of Columbus, of which this manual is a part, is designed to instill a high degree of understanding, cooperation, efficiency, and unity through systematic, uniform application of modern personnel practices. The purpose of this manual is:

1. To inform employees of their rights and obligations in relation to their employer; but not to provide any legal or contractual rights not otherwise provided for, and shall not be construed as a contract of employment.
2. To inform department heads and other supervisors of their obligations toward and their rights to assign and instruct subordinate employees.
3. To ensure compliance with all applicable laws.
4. To promote and increase efficiency and responsiveness to the public, and to promote economy in the City service.
5. To provide fair and equal opportunity for a qualified person to enter and progress in the City service based on merit and fitness as ascertained through fair and practical personnel management methods.
6. To enhance the attractiveness of City careers and encourage employees to give their best efforts to the City and the public.
7. In the event of conflict between this manual and state or federal laws, such state and federal laws shall prevail.

Sec. 1.20 Coverage of the Rules.

These rules shall apply to all departments, divisions and employees of the City except in cases of conflict with applicable state or federal laws or regulations or with the rules of the City of Columbus Civil Service Commission as statutorily applicable. An employee is defined as any person who has been appointed/hired to a position of employment on the City payroll, excepting any person serving on a retainer contract basis. Benefits conferred to employees in this manual may be different if the employee is covered by a City-recognized Collective Bargaining Agreement. These changes will be described in the approved Collective Bargaining Agreement.

Sec. 1.30 Adoption of the Manual.

This manual shall become effective when adopted by the Mayor and City Council, whereupon all conflicting rules, regulations, policies, or procedures previously adopted by the Mayor and City Council or by administrative directive shall be superseded, to the extent of the conflict.

Sec. 1.35 Amendment of the Manual.

Written suggestions for amending this manual are welcome at any time from City employees and should be submitted, through supervisory channels, to the City Administrator or the Human Resources Director. Amendments shall become effective upon approval by the Mayor and City Council.

Sec. 1.40 Availability of the Manual.

Each regular employee shall receive and maintain a copy of this manual.

Sec. 1.50 Supplemental Personnel Regulations.

Department heads may establish such supplemental personnel regulations as are necessary for efficient and orderly administration and for ensuring the proper conduct and discipline of their employees.

Supplemental personnel regulations shall be subject to approval by the City Administrator and shall be consistent with these rules, other requirements of the Mayor and City Council, and administrative directives. Copies of supplemental personnel regulation shall be made available to employees in their departments.

Sec. 1.55 Employment at Will.

An employee has freely chosen the opportunity of employment with the City. It is understood the employee has a continuing right to leave or stay as they choose. The City reserves those same rights to maintain or terminate the employment and compensation of employees as needs require. The City also reserves the right, except as to those employees who are protected under the Civil Service System, to terminate the employment and compensation of employees as needs require, and to do so with or without cause.

The City of Columbus, by decision of the Mayor and City Council, agrees to follow the process for dismissals and disciplinary actions as outlined in the Personnel Rules and Civil Service Rules that are applicable to those regular employees who have successfully completed their introductory period. However, these policies in no way shall be construed to create a contractual employment relationship between the City of Columbus and its employees. Furthermore, the City of Columbus shall have no tenured employment agreements with any employee or organized employee group.

This manual is not a contract of employment, nor shall it be construed as creating any contractual rights or property interest in favor of City employees. Nothing contained in this manual or in any other statement of City philosophy, including oral statements, should be considered a promise of continuing employment.

Sec. 1.60 Definitions.

The following definitions shall apply in these regulations, unless the context clearly indicates otherwise:

Absence Without Leave. An absence from duty which was not authorized or approved.

Appeals. Procedures as described by these regulations for appealing disciplinary actions, employee-evaluations and other individual grievances.

Applicant. An individual who has applied in writing on a City application form for employment with the City of Columbus.

Appointment. The offer to and acceptance by a person of a position either on a regular or temporary basis.

Appointing Authority. The person or persons who are authorized to offer employment in the City's classified service. For the City Administrator, City Clerk, City Engineer, Finance Director, full-time paid firefighters, Fire Captains, Fire Chief, Assistant Fire Chief, Fire Training and Safety Officer and sworn members of the police force, it shall be the Mayor and City Council. For all department heads, other than the City Clerk, City Engineer, and Finance and Library Director, it shall be the City Administrator, Mayor, and City Council. For the Library Director, it shall be the Library Board. For all other employees it shall be the City Administrator.

Chain of Command. The chain of command is the formal line of authority, communication, and responsibility within an organization. The chain of command is usually depicted on an organizational chart, which identifies the superior and subordinate relationships in the organizational structure. According to classical organization theory the organizational chart allows one to visualize the lines of authority and communication within an organizational structure and ensures clear assignment of duties and responsibilities. By utilizing the chain of command, and its visible authority relationships, the principle of unity of command is maintained. Unity of command means that each subordinate should report to one and only one superior. Unity of command is crucial to productive work schedules, the maintenance of a prioritized work schedule, and productive communications. It would therefore be expected that communications and requests for service flow both ways through chain of command.

Civil Service Employee. Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829.

Compensatory Leave. Time off from work in-lieu of monetary payment of overtime worked.

Demotion. Assignment of an employee from one title to another which is a lower rate of pay and/or rank.

Department Head. A person trained to manage a specific area of City government such as Police, Library, etc. Department heads are responsible for the general operation of the department and ensuring adequate performance levels from employees. Department heads

shall have full responsibility to recommend any personnel actions in accordance with the authority delegated to them by the Appointing Authority. All actions by department heads within their department are accountable to the City Administrator.

Disciplinary Action. Action taken by a supervisor, department head, or the City Administrator whenever an employee's performance, attitude, work habits or personal conduct fall below a desirable level.

Dismissal. A type of disciplinary action which separates an employee from the City payroll.

Employee. An individual who is legally employed by the City in one of the categories listed below and is compensated through the City payroll. An employee may be defined as follows:

- a) Regular, full-time. This person is expected to work an average of 30 hours per week for the 6 months during their introductory period before obtaining the regular status in their assigned classification, except in the case of firefighters and fire Captains whose work period shall be an average of 106 hours in a 14 consecutive day period.
- b) Regular, part-time. This person may be employed on a regular schedule of less than 30 hours per week and will normally work at least 1,000 hours throughout a year.
- c) Temporary and Seasonal. This person may be employed for any number of hours per week in positions declared to be seasonal or temporary in nature and will not normally work more than 1,500 hours per year. This person may be assigned to a classification temporarily vacated by a regular employee while on military duty or other authorized absence.
- d) The Temporary employee shall not include:

Elected officials and persons appointed to fill vacancies in elective offices, members of appointive boards, commissions or committees, the City attorney, consultants, advisors, and counsel rendering temporary professional service, independent contractors, emergency employees who are hired to meet the immediate requirements of an emergency condition and volunteer personnel, and also all other personnel appointed to serve without compensation.

Employee Counseling. The act of assisting employees to become more effective on the job. Relates to employee evaluation and employee improvement.

Employee Development. The interaction of employee counseling, employee evaluation and employee improvement.

Employee Evaluation. The system of evaluating employees' performance. Relates to employee improvement and employee counseling.

Employee Improvement. All types of training and educational programs that improve the

quality of service of the employee and improve his/her chances for advancement. Relates to employee evaluation and employee counseling.

Examination. The process of testing, evaluating or investigating the fitness and qualifications of applicants and employees.

Grievance. An employee's feeling of differences, disagreements or disputes arising between an employee and their supervisor relative to some aspect of their employment, application, or interpretation of regulations and policies or some management decision affecting the employee.

Hire Date. The date upon which employment started with the City of Columbus for a specific employee. This date will be adjusted to exclude leave of absence without pay. This is the date upon which vacation accruals are based.

Immediate Family. Spouse, children, brothers and their spouse, sisters and their spouse, parents, grandparents or grandchildren. Spouse's children and parents.

Introductory Period. See policy 2.95 for definition.

Job Description. A written description of a job consisting of a title, a general statement of the level of work and of the distinguishing features of work, examples of duties and qualifications for the Job Title.

Job Title. A group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class specifications and pay range.

Lay-off. The involuntary non-disciplinary separation of an employee from a position because of shortage of work, materials, or funds.

Leave. An approved type of absence from work as provided for in this manual.

Merit/Periodic Pay Increases. A merit increase is compensation within the confines of the pay scale established in the Pay Plan. It may be granted to an employee for meritorious service and completion of minimum prescribed periods of employment in the class.

Merit Proficiency Date. This date is generally when the employee completes their first 12 months of employment. It is the date used to mark annual performance evaluations. Each year the employee should have their evaluation during the two-week pay period which contains this date, when possible. The merit proficiency date will change with any change in pay grade or unpaid leave of absence.

Military Leave, Reserve. A leave of absence for military service performed during their employment as required by applicable state or federal law. An eligible employee's rights to reemployment after military leave will also be governed by applicable law.

Overtime. Authorized time worked by an employee for overtime work performed in accordance with Federal and State Regulations and this manual.

Promotion. Assignment of an employee from one Job Title to another which has a higher rate of pay and rank.

Reclassification. The action of changing a position by classifying it upward, downward or to a different classification on the basis of sufficient changes in the kind, development or responsibilities of work assigned to the position.

Reprimand. A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct and instruct the employee in how to correct and avoid repeating a mistake, infraction, deficiency or problem.

Seniority. Length of continuous service with the City as a regular employee.

Sick Leave. An absence approved by the department head or supervisor due to illness or injury.

Supervisor. An individual who has the authority to undertake or recommend tangible employment decisions affecting a particular employee; or an individual who has the authority to direct a particular employee's daily work activities.

Suspension. An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee; may be with or without pay.

Transfer. Assignment of an employee from one position to another position of a different Job Title or Work Location.

Work Day or Work Period. Scheduled number of hours an employee is required to work per day or per scheduled number of days as department policy.

Sec. 1.70 Role of Mayor and City Council.

The Mayor and City Council shall be the ultimate policy-making authority for all matters pertaining to personnel management in the City government and shall determine the numbers and kinds of positions of employment.

Sec. 1.80 Role of the City Administrator.

The City Administrator shall be responsible for the proper administration of the personnel management system by:

1. Ensuring appointments are based on merit and fitness.
2. Recommending a sound Pay Plan and position plan.
3. Equitably administering the Pay Plan.
4. Ensuring the City is an Equal Opportunity Employer.
5. Maintaining employee discipline.

6. Ensuring high employee productivity.
7. Maximizing employee development opportunities.
8. Ensuring fair and effective appeal and grievance procedures.
9. Fostering good employee relations.
10. Issuing such administrative directives as are necessary to implement these rules.

Sec. 1.90 Functions of the Human Resources Department.

The Human Resources Department performs the following functions:

1. Recruits candidates for employment.
2. Receives and initially processes employment applications.
3. Refers applicants to department in accordance with established procedures.
4. Processes appointments, separations, and other actions.
5. Develops general personnel forms.
6. Advises and assists the City Administrator and the department heads as to general personnel policies, and in individual cases ensures all laws and administrative regulations are complied with and that good personnel practices are observed.
7. Represents the City Administrator, as directed, in relationships involving personnel matters with private and governmental agencies.
8. Revises and keeps this manual up-to-date.
9. Maintains the Pay Plan and Job Descriptions.
10. Keeps the central personnel records, including records of accidents and injuries.
11. Performs other related functions as directed by the City Administrator.

Sec. 1.92 Human Resources Director.

The normal procedures for discussing concerns, or problems, will be resolved using the chain of command as provided in the Personnel Rules.

However, in instances where the concern is confidential in nature or the employees' interest might be compromised if a rigid chain of command is followed, the employee shall have the right to bring the concern directly to the Human Resources Director.

When questions or problems arise regarding issues in the workplace, employees are encouraged to

first discuss the matter with their supervisor. If they are not satisfied at this point or are uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or would prove uncomfortable, employees may always contact the Human Resources Director directly.

Sec. 1.93 Responsibility for Job References.

The Human Resources Director shall be responsible for providing job references for all past and present employees. All employees shall refer all job-related inquiries regarding references for former and current employees to the Human Resources Director.

Sec. 1.94 Role of Department Heads.

Department heads shall have full responsibility for managing their assigned personnel and for taking or recommending any personnel actions in accordance with the authority delegated to them by the City Administrator and the applicable provisions of these rules.

Sec. 1.95 Personnel Records.

The Human Resources Director shall maintain a file for each person currently employed by the City. An employee may contact the Human Resources Director to review their own personnel file. The documents in the file shall be reviewed in the Human Resources Director's office. The file or documents in the file shall not be permitted to leave that designated office. Employees do not have the right to add or delete material from their personnel files. Copies of particular documents shall be made at the request of the employee.

Sec. 1.96 Code of Employer-Employee Relations.

It is the policy of the City of Columbus to implement fair and effective personnel policies and to require all employees to serve the organization's best interests as listed below:

1. The City retains the sole right to exercise all managerial functions including, but not limited to, the right of the City to manage and supervise all operations and establish work rules, regulations, and other terms and conditions of employment; direction, assignment of work to, and arrangement of working forces, including the right to hire, promote or not promote, suspend, terminate for cause, make interdepartmental transfers, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the work sites including the establishment of new work sites and the relocation and closing of old work sites; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of City property; the subcontracting of unit work; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. The above detailed listing of management rights shall in no way be deemed to exclude other management prerogatives which may not have been specifically listed.

2. The City's objectives for employees include the following:
 - a) To provide equal employment opportunity and treatment regardless of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.
 - b) To provide compensation and benefits commensurate with the work performed.
 - c) To establish reasonable hours of work based on the City's service obligations.
 - d) To monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.
 - e) To offer employees training opportunities whereby the employee and City would mutually benefit.
 - f) To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
 - g) To establish appropriate means for employees to discuss matters of interest or concern with their immediate supervisor, department head, Human Resource Director or City Administrator.

3. The City expects all employees:
 - a) To deal with citizens, suppliers, and contracting organizations in a professional manner.
 - b) To perform assigned tasks in an efficient manner.
 - c) To be punctual.
 - d) To demonstrate a considerate, friendly, and constructive attitude toward the public and fellow employees.
 - e) To adhere to the policies adopted by the City.

4. Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the City has implemented or will implement in the future. (See Employment-At-Will, [Sec. 1.55](#).) Accordingly, the City retains the rights to establish, change, and abolish its policies, practices, rules, and regulations at will, and as it sees fit at any time, with or without notice.

Sec. 1.97 Employee Educational Refund Plan.

The City of Columbus recognizes the mutual advantages to be gained when employees enroll in continuing education courses. In order to encourage this program, the City has implemented an Employee Education Refund Plan whereby the City will reimburse the employee 80% of the tuition,

books and fees, subject to the following conditions:

1. Availability of budgeted department funds.
2. Only regular fulltime employees are eligible and must have completed one continuous calendar year of employment.
3. The courses or degree work selected by the employee must be technical or professional, and related to work available in City service. Enrollment must be made with a recognized and established college, university, technical school, correspondence school, or equivalent.
4. Prior to enrolling in a class, the request must be approved by the immediate supervisor, department head, and the City Administrator.
5. Continuing education courses are voluntary and must occur while off-duty and without compensation since such training does not constitute "hours worked".
6. The course must be satisfactorily completed and receipts for tuition, books, and entrance fees and transcript must be submitted as a basis on which to compute the refund.
7. Where the employee is already receiving tuition or scholarship assistance such as VA benefits, etc., the City will make the reimbursement for education costs to the extent that the total payments received by the employee from all sources does not exceed 100% of the total course cost.
8. An employee benefit of \$500 as incurred each calendar year and a \$2,000 maximum benefit is allowed under this policy.

In order for training and education to be eligible for this Employee Education Refund Plan, it must meet all 4 of these factors:

1. Attendance is outside of the employee's regular work hours;
2. Attendance is voluntary;
3. The course, lecture or meeting is directly related to the employee's job; and
4. The employee does not perform any productive work for the employer during such attendance.

CHAPTER TWO

METHOD OF FILLING VACANCIES

Sec. 2.05 Vacancy Identification.

Department heads shall notify the Human Resources Director as soon as they become aware of actual or impending vacancies in their organizations. No vacancy may be filled without the authorization of the City Administrator, who may specify the selection process or processes to be used.

Sec. 2.10 Promotion Policy.

A promotion is the assignment of an employee from a position in one Job Title to a position in another Job Title having a higher maximum salary. The City shall provide promotional opportunities whenever feasible. City employees may also apply and be considered for any position in the same manner as members of the general public.

Sec. 2.12 Competitive Selection.

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the selection process for applicants from any of three processes. First, the selection process may be limited to persons in the City service or a segment thereof. Secondly, the selection process may be opened to the general public without special preferences or consideration for any City employees who apply. And finally, the selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

Sec. 2.15 Noncompetitive Selection.

When in the best interest of the City, a noncompetitive selection process may be specified by the City Administrator. Vacancies may be noncompetitively filled with qualified persons by the following means:

1. Reinstatement of a former City employee, as described elsewhere in these rules.
2. Demotion for cause, as described elsewhere in these rules.
3. Voluntary demotion.
4. Repromotion of an employee previously demoted in lieu of layoff.
5. Lateral transfer.
6. Special employment program.

Sec. 2.17 Voluntary Demotion.

Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. Employees may be demoted at their own request if in the best

interest of the City.

Sec. 2.20 Demotion in Lieu of Layoff.

An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through noncompetitive re-promotion.

Sec. 2.25 Lateral Transfer.

Lateral transfer is any assignment from one position to another not involving a promotion or demotion. A lateral transfer may be effected at an employee's request or for reasons of administrative necessity. It is highly desirable when a vacancy occurs in a department for which an employee of another department is qualified, that the employee be given an opportunity to apply for the vacancy. In appropriate circumstances, the Human Resources Director shall ensure that notices are posted in City departments and divisions soliciting applications for lateral transfer.

Sec. 2.27 Special Employment Programs.

From time to time, the City Administrator, in furtherance of legitimate public policy objectives may specify vacancies be filled with persons eligible for inclusion in particular special employment programs without regard to the provisions of this chapter concerning selection processes. Special employment programs include, but are not limited to internships, youth employment programs, work-study programs, intergovernmental mobility assignments, vocational rehabilitation programs and seasonal employees.

Sec. 2.30 Temporary Positions.

The City Administrator may authorize any fair and practical means of filling temporary or seasonal positions without regard to other provisions of this chapter concerning selection processes.

Sec. 2.35 Vacancy Announcements.

The Human Resources Director shall announce all vacancies for which a competitive selection process has been specified.

Sec. 2.37 Purpose and Design of Application Forms.

The Human Resources Director shall develop one or more general application forms for use in applying for City employment. The Human Resources Director or department heads may also develop specialized or supplemental application forms for use in appropriate circumstances. Any forms developed by department heads shall be reviewed by the Human Resource Director for technical adequacy, utility, and equal employment opportunity compliance. Application forms shall be used in making fair determinations of qualifications for employment. Information concerning non-merit factors shall only be requested as necessary to satisfy equal employment opportunity and other legal requirements. Information required only at the time of selection or appointment shall not be solicited at the time of initial application.

Sec. 2.40 Filing of Application.

Applications shall be filed with the Human Resources Director as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications, if in the best interest of the City. The Human Resources Director shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

Sec. 2.45 Initial Processing of Application.

The Human Resources Director shall be responsible for the initial processing of employment applications as directed by the City Administrator. Should information be collected solely for equal employment opportunity purposes it shall be detached from the main body of each application upon receipt. The information shall be separately and securely filed by the Human Resources Director and shall not be used in the selection process.

Sec. 2.47 Evaluation of Qualifications.

It is the policy of the City to select, develop and promote employees based upon their individual qualifications, abilities and performance. Applicants for employment with the City will be requested to supply personal and employment references. In addition, the City reserves the right to obtain background information on applicants either before or after actual employment. Such information may include, but is not limited to, an individual's character, general reputation, mode of living, and criminal and other public record. To protect against the use of inaccurate information, the City will comply with applicable federal law in obtaining such information.

Sec. 2.50 Disqualification.

An applicant may be disqualified from further consideration at any stage of the selection process for, among other things:

1. Applicant cannot provide adequate documentation demonstrating their eligibility to work in the United States as required by federal law.
2. Applicant will not have attained their 16th birthday at the time of employment, except that a lower or higher minimum age may be established for certain temporary positions as required or permitted by state and federal law.
3. Applicant is not qualified to perform the essential functions of the position, with or without reasonable accommodation, or if such accommodation would impose an undue hardship on the City.
4. Applicant is currently engaging in the use of illegal drugs.
5. Applicant is not of good moral character to the extent that his or her job performance would be impaired or that discredit or risk would be brought upon the City by offering employment.

6. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act.

Sec. 2.55 Interviews.

Selection officials shall interview applicants in competitive selection processes who on the record appear to be the best qualified for the position involved. For designated positions, a written summary of interview questions and answers shall be prepared and forwarded to the Human Resources Director for retention. Interviews shall be conducted in a consistent job-related and nondiscriminatory manner.

Sec. 2.57 Documentation and Notification.

The Human Resources Director shall devise necessary forms and procedures pertaining to the selection process. Disqualification and selection decisions shall be thoroughly documented by the responsible officials. The Human Resources Director shall be responsible for conducting reference checks of successful applicants. The Human Resources Director shall also respond to any written requests from applicants concerning the reasons for their disqualification or non-selection.

Sec. 2.60 Employment of Relatives.

Two or more members of the same immediate family shall not be allowed to supervise each other or to do work under the same immediate supervisor except in emergencies. They may be employed in different units of the same department or in different departments. Should two present employees become immediate family through marriage, both employees may retain employment, however, City Administration retains the right and responsibility to transfer either one of the related employees for the purpose of maintaining the best interest of the City of Columbus. Summer only employees may be exempt from this policy if the department head specifically approves the hiring. The hiring of an immediate family member of a supervisor or department head must be approved by the City Administrator.

Sec. 2.65 Types of Appointment.

Appointments of employees to positions under these rules shall be of the following types:

1. Training appointments.
2. Regular appointments. Upon the satisfactory completion of the introductory period, employees are granted regular appointments.
3. Temporary appointments to replace regular employees. Employees may be given temporary appointments, which are limited to no more than one (1) year. Employees who are hired to temporarily fill a position vacated by a regular employee who is on authorized leave, shall, after 90 calendar days of employment, be entitled to sick and holiday leave on the same basis as a regular employee. In addition, should such employee receive an offer of employment to a regular position with the City, while still serving as a temporary employee, they will receive vacation and sick leave credit from the date of their appointment as a temporary employee.

Positions may be full or part-time, and may be occupied by employees under any of the three types of appointments.

Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities.

The City complies with applicable federal, state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws.

It is the City's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations: (a) to applicants only after conditional offers of employment have been extended; and (b) to employees for business necessity.
3. Keep all medical-related information as confidential as possible and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would impose an undue hardship on the City.

Qualified individuals with disabilities should make requests for reasonable accommodation to the City's Human Resources Director. On receipt of an accommodation request, the Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations. The Human Resources Director and City Administrator, in conjunction with those City officials and employees having a need to know, will determine the feasibility of the requested accommodation.

Sec. 2.67 Equal Employment Opportunity.

It is the policy of the City to provide equal employment opportunity to all employees and applicants for employment. No person is to be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.

1. This policy is applicable to all terms, conditions, and privileges of employment including, but not limited to hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.
2. The Human Resources Director, who reports directly to the City Administrator on matters relating to this policy, is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. The Human Resources

Director duties may include, but are not necessarily limited to:

- a) Assisting management in collecting and analyzing employment data.
 - b) Developing policy statements, and recruitment techniques designed to comply with the equal employment policies of the City.
 - c) Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
 - d) Assisting supervisory personnel in arriving at solutions to specific personnel problems.
 - e) Serving as liaison between the City and government agencies, minority organizations, and other community groups.
 - f) Keeping City management informed of the latest developments in the entire equal employment opportunity area.
3. Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be immediately referred to the Human Resources Director.
 4. Employees who feel they are being discriminated against should bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly or City Administrator.

Sec. 2.80 Minimum Age.

No applicant for employment shall be considered who is less than 15-years of age, and 15,16 and 17 year-olds shall not be considered eligible for any Job Title that requires the operation of a motor vehicle on public roadways.

Sec. 2.90 Processing and Orientation.

New and reinstated employees shall report to the Human Resources Director as directed for completion of personnel and payroll forms and for a general orientation to the City government, the Personnel Management System, and the City policy of Equal Employment Opportunity. Department heads or their designee shall provide further orientation on such matters as the introductory period, employee rights and responsibilities, assigned duties, level of performance expected, organizational structure and interrelationships, hours of work, safety, and availability of these rules and any applicable supplemental personnel regulations. Each regular employee will be issued a City personnel manual. Those departments who hire temporary and seasonal employees shall have a spare personnel manual available to these workers and shall make time for a review of the manual as a part of department orientation for their temporary and seasonal employees. After this review the employee

shall sign an acknowledgement form to be filed in their employee file. Employees should be made to feel welcome and should be especially encouraged to ask questions during their first days of employment.

Sec. 2.95 Introductory Period.

Every employee, except Police Officers & Fire Fighters, including part-time, seasonal, and temporary employees, shall have an introductory period of the first 6 months of work. Police Officers' and Fire Fighters shall have an introductory period of one year. Police Officers one year introductory period begins after the employee has received certification by the Nebraska Law Enforcement Training Center.

The purpose of the introductory period is to permit the supervisors and department heads to closely observe and evaluate the capabilities and willingness of the new employee. During this time, supervisors shall encourage and assist the new employee in making a successful adjustment to the job. Only those employees who meet an acceptable standard of work during the introductory period will be retained. An employee may be dismissed at any time during the introductory period if, in the judgment of the immediate supervisor and department head, the quality of work or the employee's manner or approach to the work do not warrant continuation of employment. The successful completion of the introductory period should not be considered a guarantee of employment of any specific duration.

The department head may extend the introductory period for a period of three months except in the case of Police Officers and Fire Fighters.

Employees promoted within the City service shall be in introductory training for their first six months. During that time the department head may cancel the promotion and assign the employee to the former or a similar position. As with all regular employees who successfully complete their introductory period, promoted employees shall not automatically receive a pay increase because of the satisfactory completion of their introductory period.

CHAPTER THREE

SALARY ADMINISTRATION

Sec. 3.10 Pay Plan.

It is the policy of the City to have a formal Pay Plan that is reviewed at least annually. Each job in the City, whether occupied, vacant, temporary, full-time or part-time shall have a job description outlining duties, responsibilities, and minimum job qualifications.

Sec. 3.20 Pay Grades.

Each position or job is evaluated and assigned a pay grade based on internal equity and competitive pay rates, keeping in mind the City's overall financial position.

Sec. 3.30 Salary Survey.

It shall be the policy of the City insofar as economically possible to remain continually competitive in compensation compared to similar sized cities in the state.

To that end, it shall be the responsibility of the City Administrator to annually review the Pay Plan, taking into account changes in economic conditions, as well as salary trends in similar sized communities and in the local wage market. On the basis of such review, the Administrator shall make recommendations as appropriate to the City Council for changes in the Pay Plan. The City Administrator is authorized to grant pay changes to avoid inequities.

Sec. 3.40 Starting Pay.

New employees shall normally start work at the minimum of the pay grades to which their positions are allocated if they possess the minimum qualifications for that position.

A candidate for employment having exceptionally good qualifications for the position may be employed initially at a rate higher than the minimum rate; provided the department head and City Administrator approve.

Sec. 3.50 Promotion.

When an employee is promoted from a position in a lower pay grade to a position in a higher pay grade, the pay of the employee shall be increased as follows:

1. To the first step of the higher grade.
2. If their present pay exceeds the first step of the new grade, to a step of the new grade which is higher than their present salary.

The applicable alternative shall be that which gives the employee an increase in pay.

If the employee is promoted to a higher grade, the employee shall be eligible for a periodic merit pay increase annually on the anniversary date of the promotion.

Sec. 3.60 Reclassification to Lower Pay Grade.

If an employee is demoted, either voluntarily or involuntarily, the employee's rate of pay shall be determined as follows:

1. If the rate of pay in the higher grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay shall be reduced to the maximum rate of pay of the lower position.
2. If the rate of pay in the higher grade position falls within the range of the pay grade for the position to which demoted, the rate of pay shall be placed on the next closest step down in the lower pay grade.
3. The City Administrator may vary the strict application of (1.) and (2.) in any case when such strict application would result in practical difficulties or unnecessary hardship.

Sec. 3.70 Periodic Pay Increases.

Employees shall become eligible for pay increases in the Pay Plan on the annual anniversary dates of their employment or annually on the date of most recent promotion. The supervisor is to evaluate the employee's performance and rate the employee and make a recommendation. No pay increases (including pay step increases and adjustments to the pay steps themselves) will be implemented unless there is a current satisfactory appraisal on file.

If the employee is not at the top of their pay grade, the supervisor may initiate a periodic pay increase at the anniversary date on which the employee becomes eligible or it may be recommended later. The recommendation shall be transmitted through the department head to the Human Resources Director. The department head and/or City Administrator may reject or modify the supervisor's recommendation.

It is the duty of the department heads and supervisors to identify outstanding workers and to recommend to the City Administrator that they be granted special pay increases. Such increases may be used to reward an employee for acquiring a special job certification.

Department heads shall avoid circumstances whereby a special pay increase is recommended to prevent a valuable employee from seeking employment elsewhere. Merit and ability should be recognized voluntarily by the supervisor, not under threat of resignation.

Sec. 3.80 Benefits.

The cash pay of employees by no means constitutes their total pay since employees receive a number of benefits in-kind which have substantial value. Depending on an employee's status, these benefits could include the following items described here in summary:

Benefit Title	Description	Who Qualifies	Who Pays for It
Call-Back Pay	A minimum payment of 2 hours of overtime pay when called back to work during an emergency.	All regular employees	City
Coffee Breaks	Employee working an eight-hour shift normally receives two 15 minute coffee breaks. As a full-time employee, break periods in a week add up to the equivalent of 2 ½ hours of paid break time.	All employees	City
Compassionate Leave	Up to 24 working hours of paid leave for a death or serious injury of an immediate family member or similar personal problem upon approval of department head.	All regular employees	City
Compensatory Leave	Employee may bank time off at a rate of 1 ½ times the number of hours worked in lieu of overtime pay.	All regular employees	City
Deferred Compensation	Employees can deduct pretax dollars from their gross pay into an approved deferred compensation program.	All regular employees	Employee
Dental Coverage	Pays usual & customary charges.	All regular employees working 30 hours or more a week	City and/or Employee
Vision Coverage	Employee Pays flat rates for different coverages (exam, glasses, contacts, etc.)	All regular employees working 30 hours or more a week	Employee
Flexible Spending	Employees may use pretax dollars to fund expenses such as childcare, and unreimbursed medical expenses.	All regular employees working 30 hours or more a week	
Health Coverage	A comprehensive major medical program.	All regular employees working 30 hours or more a week	City and Employee
Holiday Pay	The City recognizes 10 holidays. Most eligible employees receive holidays off with pay. Regular employees working on a holiday receive regular pay plus overtime pay for all hours worked during the holiday.	All regular employees	City
Job Posting	Opportunity to be considered for posted positions.	All employees	City
Language Pay	Employees who are required to occasionally use their language skills as part of their job duties may be eligible for bilingual pay of 2% increase of their hourly base salary. To	All employees	City

qualify, the following conditions must be met:

1. **Language Proficiency Test:**
The employer will administer a language proficiency test to assess the employee's skills. Passing the test is required to be eligible for the bilingual pay.
2. **Job Relevance:** Incentive pay will only be awarded if the language skills are directly relevant to the employee's job duties as determined by Department Head.

Life Insurance	City pays for group term life insurance for regular 30 hour employees. Optional supplemental life is also available through payroll deduction.	All regular employees working 30 hours or more a week	City
Long Term Disability Coverage	An income protections plan that pays covered employees 60% of their gross pay after having been disabled 180 days for a qualifying condition.	All regular employees working 30 hours or more a week	City
Military Leave	Pay for approved time away up to the allowed hours per USERRA (Uniformed Services Employment and Reemployment Rights Act)	All employees	City
Pension	Matching contribution program to provide an employee with pension benefits at retirement Current match City 6% and employee 6%. Police officers and firefighters contribute to their pension plans as mandated by Nebraska law.	Regular employees meeting hours and age requirements	City and Employee
Sick Leave	Employees accumulate one sick day per month that can be used when ill, up to a maximum of six month's worth of work hours.	All regular employees working 20 hours or more a week	City
Vacation	Full-time regular employee receives 10 days after 1 year; 15 days after 5 years; and 20 days after 15 years. Part-time regular employees' vacation time is prorated based on hours worked.	All regular employees working 20 hours or more a week	City
YMCA	Discounted membership rate available with payroll deduction.	All regular employees working 20 hours or more a week	Employee

Sec. 3.85 Pay Periods.

The pay period shall be a period of two weeks, beginning with the 12:01 a.m. Sunday shift and ending with the last p.m. shift on Saturday.

Pay will be issued biweekly on Friday following the end of a pay period. If a bank holiday falls on a Friday payday, an attempt will be made to issue pay one day early. If a City holiday and not a bank holiday, falls on a Friday payday, pay will be issued Friday.

Terminating employees will receive their final pay on the next regular payday when the pay would normally be due. Terminating employees should make arrangements with their supervisor concerning their final pay.

Sec. 3.90 Bi-Weekly Payroll Processing.

Employee status changes and salary adjustments are to be forwarded to the Human Resources Director for review and City Administrator’s approval on the Wednesday before pay week.

Employees should have their signed timesheets completed and forwarded to their supervisor on or before their last day of work in each time period. Timesheets should be delivered to the Finance Department by 9 a.m. each Monday of each pay week.

The City may make payments for wages and reimbursable expenses by electronic funds transfer or similar means of direct deposit.

Sec. 3.96 Employee Recognition.

Department heads and supervisors have a duty to identify and recognize outstanding performance by employees. The Municipal Recognition Program is the procedure for the granting of awards. A copy of the Municipal Recognition Program is available from the Human Resources Department.

Sec. 3.97 Payroll Deductions and Reductions.

Generally, a difference exists between “gross earnings” and your “take-home pay” otherwise known as your “net earnings”. Two reasons account for that difference: deductions required by federal and state government, and voluntary deductions authorized by the employee. All such deductions are shown on your pay stub.

1. Automatic Deductions

- a) Federal and State withholding tax:
Amounts withheld for taxes are based on your earnings, marital status and the number of exemptions claimed. Nebraska employees will complete a W-4 form known as the Employee’s Withholding Exemption Certificate for both federal and state taxes. Federal and State tax deductions are done in accordance with law and the money deducted from your pay is remitted to the government as required.

- b) Social Security & Medicare (FICA – Federal Insurance Contribution Act): Each employee of the City, as required by law is to participate in this program. It is designed to provide retirement, disability, medical, and death benefits. Deductions are made at a rate established by law.

2. Other Required Deductions

- a) In some cases, additional required deductions may include court ordered wage garnishments, wage assignments, third party levies, and income-withholding orders (child or spousal support) levied against an employee’s pay. Under the federal Child Support Enforcement Act of 1984, income-withholding orders for child support take priority over all other wage withholding orders.
- b) While it is not the intent of the City to become involved in the personal affairs of its employees, we are required to follow court ordered deductions from pay. The employee will be notified by the Finance Department upon receipt of the court order. The Finance Department is responsible for computing the dollar amount legally allowed to be withheld from the employee’s check. Employees may need to complete a form indicating dependents.

3. “Dock in Pay” Deductions

- a) A dock in pay will occur when a request for leave time exceeds the leave balances available. Currently, when sick pay is requested, and no sick leave balance exists, the City will reduce vacation or compensatory time, if available. If vacation or compensatory pay is requested, and no leave is available, then a dock in pay may occur. As well, if sick pay is requested, and no other leave is available, a dock in pay may also occur.
- b) Non-Exempt Employees: Non-exempt employees are defined by the hours they work. Therefore, when all leave balances are exhausted the system will automatically create a dock in pay for the pay period in which the request exceeds the leave balance.
- c) Exempt Employees: Since exempt employees are not paid based on hours worked, there are certain rules pertaining to an institution’s ability to dock pay for use of leave above and beyond the balance available. For example, the City may make deductions when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability. Also, the City may make deductions from pay for absences of one or more full days occasioned by sickness or disability if the exempt employee has exhausted his or her leave allowance under other City leave plans, such as vacation and sick leave.
- d) The City prohibits improper pay deductions for exempt status employees leaves. To insure that exempt employees are not put in exempt status jeopardy because of an improper deduction for leave, an employee should notify the Human Resources Department if they believe an improper deduction for absence has been made. If the deduction is found to be improper, the City will reimburse the employee’s

paycheck for the amount deducted.

4. Voluntary Deductions or Reductions

These deductions must be authorized by the employee, by completing and signing the appropriate form and bringing it into the Finance Department. These deductions remain in effect until the employee notifies the Human Resources Department or the Finance Department in writing of the change, or the Human Resources Department notifies the employee that a new enrollment is necessary.

Deductions may include a variety of approved contributions or payments.

Reductions include pension and deferred compensation contributions, flexible spending contributions, and health and dental premiums.

5. Deductions from Final Paycheck

Upon termination of employment for any reason all employees are required to return City materials, property and equipment issued to the employee and to pay the City any money the employee may owe the City. Otherwise, the City may withhold corresponding amounts from the employee's final paycheck as authorized in the Acknowledgement Form to this handbook.

CHAPTER FOUR

HOURS OF WORK AND OVERTIME

Sec. 4.10 Hours of Work.

Department heads shall establish working schedules to meet their special need, provided that no schedule with eight-hour shifts shall under normal circumstances call for more than 40 hours a week.

Sec. 4.15 Travel Time.

The following guidelines shall be used in determining if travel time is to be considered as work time:

1. Home-to-work travel is not counted as hours worked.
2. Travel to and from work in emergency situations is counted as hours worked.
3. Time spent traveling to and from other cities on required assignment is counted as hours worked. Travel and work that extends over a 24 hour period, such as a multi-day educational seminar held outside of Columbus, requires a Travel Request form to be given to the department head for written approval.
4. Travel that is all-in-a-day's work is counted as work time.

Sec. 4.20 Overtime.

If requested to work overtime, an employee will be expected to do so unless the employee is excused for good cause.

Except for "exempt" employees, who do not qualify for overtime, overtime hours are based on hours worked in excess of 40 hours in a normal work week. For the purpose of determining overtime, only the following hours are counted towards hours worked: vacation, holiday, procedural and administrative leave except for Firefighters and Fire Captains. All other hours are not considered hours works for the purpose of calculating overtime. For Firefighters and Captains the overtime rate is applied to all hours worked over 106 hours in a 14-day work cycle. For Police Officers and Sergeants working 12-hour shifts, overtime is computed on a 14 day work cycle.

Overtime pay at the rate of one and one-half times the regular hourly rate of pay shall be paid as follows regardless of whether 40 worked hours accrued in the pay period:

1. For all time worked as a result of being called back to work on a regular work day or a scheduled day off, during an emergency such as snow removal, fire or official court appearance. In such cases the employee will receive a minimum of two hours overtime pay or one and one-half times the regular rate of pay for the actual hours worked, whichever is greater. However, an employee asked to return for an emergency callback cannot claim a second period of two (2) hours of emergency callback pay while they are still being paid for the first two (2) hour period.

2. To an employee who is required to work during the time period a holiday is observed for the time worked during the 24-hour holiday period (not applicable to Firefighters and Captains).

When budgetary restraints are compelling, department heads may order employees off the job before the end of the work week to avoid payment of overtime compensation.

Overtime hours must have the approval of the department head and should be approved in advance whenever possible. This applies only to overtime of non-exempt employees. Approval shall be indicated by the department head initialing the employee's time sheet. In-lieu of pay for overtime under (1) and (2), an employee may be granted compensatory time upon approval of the department head (see 4.30).

Sec. 4.25 Carrying a Pager or Other Electronic Device.

Carrying an electronic device while off duty does not constitute hours worked. These devices allow employees to effectively use the time for their own purposes and, consequently, such time is not compensable. However, the City expects that employees will refrain from consuming alcoholic beverages and a response time of 30 minutes while being required to carry these devices. When carrying an electronic device results in frequent "call ins", a pager benefit payment in addition to hours worked compensation will be studied. In unusual or emergency circumstances the City Administrator may authorize a temporary benefit in lieu of normal study. In the Streets Department during the winter season and in the Sanitary Sewer, Wastewater Treatment, and Water Departments, a 'Call Pay Fee' of one and one half (1½) hours has been implemented for each 24 hour period of being on call. Salaried employees can become eligible for pager compensation. For example, Police Captains receive \$200 a month. When a substantial amount of the minutes of an employee's personal cell phone is being spent answering City related calls, a \$10 monthly cell phone stipend may be implemented. As telecommuting situations occur, employees may be reimbursed for documented hours worked.

Sec. 4.30 Compensatory Time.

At the option of the department head, employees may be granted compensatory time off with pay in-lieu of pay for hours worked. If hours worked are eligible for overtime pay, 1.5 hours will accrue for each overtime hour worked. If the hours over 40 hours in a week are not eligible for overtime, one hour will be banked for each hour worked. Should the employees accrue over 240 hours of compensatory time, the overage will be automatically paid out with the next pay check. Any employee having accrued compensatory time may, upon termination of employment, be paid for such hours of unused compensatory time, not to exceed 240 hours, at a rate of compensation not less than the average regular rate received by the employee during the last three years of employment or the final regular rate whichever is greater. Compensatory pay will be paid out in a lump sum at separation.

Sec. 4.31 Shift Differential.

A 50 cent an hour differential credit will be paid to covered employees who are required to work between 6 p.m. and 6 a.m. The Fire Department is exempted from this benefit due to their unique work schedule.

Sec. 4.40 Exempt Employees.

Department heads, certain supervisors, and other employees designated by the City Administrator shall not be paid overtime for hours worked in excess of 40 hours per week. Exempt employees are expected to work whatever hours are necessary to complete their work and average at least 40 hours per week. Requests for extended time off will be reviewed by the City Administrator. The exempt positions are as follows:

City Administrator	Golf Course Superintendent
City Clerk	Human Resource Director
City Engineer	Library Director
Communications Director	Police Captain
Chief Building and Code Official	Police Chief
<u>Director of General Services</u>	<u>Park & Recreation Director</u>
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.
4. 168 hours paid vacation after twenty-five (25) full years of continuous employment.

The vacation accrual rate for regular part-time employees who are designated as being on a 20-hour or more classification will have the same vacation accrual rate per hour worked as a regular full-time 40hour employee with the same years of experience. For example:

A full-time 40-hour employee accrues 80 vacation hours at the end of the first year of employment based on working 2080 hours in a year. This is an accrual rate of .0385 of an hour of vacation accrual for every hour worked. If a regular part-time 20 hour a week employee works a total of 1040 hours the first year, the employee will accrue 40 hours of vacation. If the employee works 1200 hours, the employee will accrue 46.2 hours of vacation in a year.

Arrangements for vacation time and approval by the department head or their designee should be made at least four weeks in advance whenever possible. A department head may ask that a written vacation request be turned in so they can be pre-approved. Whenever a conflict arises in scheduling employees for vacation, seniority will be an important consideration in resolving the issue.

Employees may carry up to two years of accrual based on their current employment status. However, any accrual of more than two years will be removed from the records. Vacation accrual shall continue until separation of employment; however, no accrual shall occur on the last paycheck. Having several weeks of vacation accrual does not guarantee an employee the right to use it in a single period of time. Vacation time is to be worked into the department schedule and the maintenance of City service is the first priority. Fire Captains shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and Captains receive a designated holiday benefit regardless of hours scheduled on a holiday, paid vacation may be used to replace scheduled work hours on an observed holiday.

Pay in lieu of vacation for full-time 40-hour employees is not permissible. The only exception to this policy would be at the City's request and only upon the approval of the City Administrator. Vacation leave will not accrue while an employee is on a leave of absence without pay. If a holiday occurs during the time an employee is on vacation leave, the employee will not be charged a vacation day for the holiday.

At the time of separation, the employee will be paid for all unused accrued vacation leave up to the maximum amount which can be accrued. This accrued vacation pay will be paid out in a lump sum at separation, or can be paid out biweekly until the end of the month of separation in order to maintain health and dental coverage. All insurance coverages end at the last day of the month in which the employee's last day of work occurs.

Vacation pay will not be paid in advance but will be included in the payroll period which includes the vacation period.

Because we recognize the importance of providing our employees with time off for rest, recreation, to recuperate from an illness, to attend family and other personal activities or for whatever purpose our employees deem appropriate, the City grants annual vacation to eligible exempt and non-exempt regular, full-time employees. Regular full-time employees become eligible for vacation as soon as the hours are accrued. The amount of vacation to which you are entitled depends upon your length of service with the City. Once a regular full-time employee becomes eligible, vacation becomes available based on your length of service with the City according to the schedule below and subject to certain employment conditions.

Employees shall accrue vacation each year as follows:

<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.

In addition to the retirement payout provided above, the City will also allow Full-time regular employees to accumulate over the one thousand and forty (1,040) hours of sick leave only for the following purpose. Employees may continue to accumulate over the one thousand and forty (1,040) hours each calendar year until the second pay day in January. If any Full-time regular employees have more than the maximum one thousand and forty (1,040) hours at this time, 25% of the sick leave hours exceeding the maximum shall be paid to the employee. Any employees who has accumulated over the maximum for this purpose will have their hours reduced to the maximum at the time of the annual payout. Any sick leave accrual over one thousand and forty (1,040) hours shall not be used for any other purpose.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using sick hours after the first payroll has been processed and the leave hours have been accrued.

Absence due to illness or injury must be reported to the department head or immediate supervisor as soon as possible. Failure to report the absence before the hour of duty may result in loss of sick leave pay. Absence due to illness or injury must be reported each day, unless the employee and department head have personally agreed to more extended periods of time. If an employee is absent without permission and is not in fact ill, the supervisor may cause a deduction in pay to be made from the employee's next paycheck for the number of hours absent from work.

Administration or department heads may request a physician's certification of illness from an employee for any sick leave, regardless of duration.

Abuse of sick leave benefits will result in disciplinary action and may be grounds for termination.

An employee may take sick leave: for illness of a member of the employee's immediate family, including dependents, that require the employee's personal care and attention in the judgment of the department head; enforced quarantine of the employee in accordance with community health regulations; a visit to a medical professional such as a doctor, dentist, or optometrist. Such appointments shall be scheduled in cooperation with the supervisor.

Sick leave benefits will not generally be paid for illnesses which occur during a scheduled vacation or scheduled days off. If an employee has an emergency inpatient hospitalization during a scheduled vacation the department head may grant the use of sick leave. If a holiday occurs during a period of illness the employee will receive holiday pay for that day in lieu of sick leave. Because of the unique holiday payment for Fire Captains and Firefighters, it may be possible to receive payment of sick leave during scheduled holiday work hours with the approval of the Fire Chief.

Sick Leave Bank

The purpose of the City of Columbus Sick Leave Bank is to provide additional paid leave for regular employees or the employee's spouse or resident minor children who have exhausted their accrued sick, vacation and compensatory leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

In the event a regular employee is diagnosed, or the employee's spouse or resident minor children are diagnosed with a severe illness that results in prolonged absences, use of the Sick Leave Bank may be requested. A request to utilize the Bank will be made to the department head and with the approval of the City Administrator.

Establishment of the Sick Leave Bank

The bank will be established through the voluntary contribution of one leave day by active full-time employees during an initial enrollment period. Contributing a leave day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

Once the Bank has been established, an open enrollment period will be held annually during the month of September. During the enrollment period, any eligible employee may join the Bank for the

following fiscal year by contributing one leave day. In order to remain a member in good standing, current Bank members must voluntarily make an annual contribution of one leave day each September at the time of initial enrollment. Should the Bank reach a balance of forty-five (45) or fewer available days, a special contribution period may be opened. If any days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year.

The program will be operated under the following additional guidelines:

1. Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate a leave day the following fiscal year(s). No payment of benefits will be made to survivors.
2. Membership continues from year-to-year with annual reduction in one leave day until/unless the member submits a revocation form to discontinue membership to Human Resources. The Human Resources Director will notify all employees at least one month prior to the new term.
3. Employees must waive all claims to leave voluntarily donated sick leave in the Bank, including any monetary or retirement-related value the days may hold.
4. The Bank is available to those employees who have completely exhausted all sick, vacation and compensatory leave and who are not receiving disability or Worker's Compensation.
5. Employees joining the Bank must have eighty (80) leave hours remaining after making a donation.
6. Employees who wish to voluntarily participate in the Sick Leave Bank must sign a statement accepting these terms of the Bank.
7. Employees may not designate a particular individual to receive or to not receive their donated leave.
8. A request to utilize the Bank may be denied if the member fails to provide any requested documentation.
9. The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.
10. The maximum amount of donated sick leave any employee can receive shall be 960 hours.

Sec. 5.21 Accrual of Vacation and Sick Time While Not Working

Employees that are eligible to accrue vacation and sick hours; in order to accrue vacation and sick time, you must have working hours, sick, vacation or comp time hours equal to normal weekly hours for each week during the pay period. If hours work, vacation, sick and comp time hours do not equal the same number of regular hours worked, no paid time off (sick and vacation) will be accrued (excludes Fire and Police).

Sec. 5.30 Administrative Leave.

Department heads may make requests for employees paid administrative leave to the City Administrator, if approved, such leave will not be chargeable to vacation leave under the following circumstances:

1. With department head approval, employees who are members of Civil Defense, Volunteer Fire Department or are assisting with preparation, response, cleanup from a disaster, or are put on procedural administrative leave may qualify for administrative leave during scheduled work hours without loss of pay.
2. In the event of the death of a current or former City official or employee, employees may receive approved administrative leave time to attend the funeral provided adequate staffing can be maintained for the functioning of all City departments.

Sec. 5.31 Jury Duty/Witness Leave.

In the event an employee is summoned to jury duty, the employee must notify his or her supervisor immediately after receiving such notification. If the employee is required to serve jury duty and this interferes with their regularly scheduled work day, the employee will not suffer loss of earnings. However, the employee must promptly turn over all jury pay to the City. Mileage payment for travel during jury duty is not considered a part of jury duty pay.

An employee must report for work on any day they are not assigned to jury duty and must report for work immediately upon the conclusion of their jury service. If approved by the supervisor, an employee may start their shift earlier than normal or finish their shift later in order to facilitate workflow.

An employee called to be a witness in a court or administrative proceeding is entitled to receive their regular rate of pay for time spent as a witness for those matters arising out of and related to the performance of their official duties for the City. However, the employee must promptly turn over all witness fees to the City. Paid witness leave is not available for time spent as an expert witness, for matters relating to any disciplinary or other action against the employee, or for matters that did not arise out of or are not related to the performance of the employee's official duties for the City. All decisions regarding witness leave shall be resolved at the sole discretion of the City Administrator.

Sec. 5.32 Voting Time.

Any employee whose work schedule conflicts with the opening and closing hours of the polls will be given time off to vote. The employee must request the leave of absence for voting prior to or on election day and the supervisor may specify the period of absence.

Sec. 5.35 Election Work.

If service as an election official is required by state statute as it is for jury duty, working as an election official is considered to be a public duty. The check you receive for serving as an election official must be signed and provided to City's Finance Department.

Sec. 5.40 Workers' Compensation.

As required by law, the City shall carry Workers' Compensation Insurance. This insurance shall cover work related accidental injuries, illnesses, or death while at work with the City.

All accidents must be reported immediately to an employee's immediate supervisor. The employee should complete an incident report, and give it to his/her supervisor who will promptly forward it to the department head for their analysis and signature. The department will promptly forward the incident report to the Human Resources Director office or will require the employee to personally bring the report to the Human Resources Director office for processing.

Repeated laxity in reporting injuries can result in disciplinary action.

If medical treatment costs are incurred, bills should be promptly sent to the Human Resources Director. This information will be submitted to the insurance company to determine if the injury is compensable.

Compensation payments are determined by state and federal regulations. A seven day waiting period is normally involved before compensation begins.

However, if an employee is injured in the line of duty and is unable to work, the employee shall receive full pay from the City less the amount of any Workers' Compensation payments for up to six months after the date of such covered injury. When an employee receives Workers' Compensation checks from the insurance company for temporary total and partial disability benefit, the checks are to be immediately turned over to the City since the employee is already being paid for the lost wages.

The City will not retaliate against an employee for seeking or receiving Workers' Compensation benefits to which they are entitled. Employees believing that they have been retaliated against must bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly.

Sec. 5.50 Holiday Leave.

The City shall observe the following holidays during the year:

New Year's Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas	December 25
2 Personal Holidays	Two personal days off chosen by employee

Regular full-time employees are entitled to paid leave in observance of these holidays. These holidays are to be taken in whole day increments. The pay record and/or time sheet will be recorded as "holiday pay" and will be equal to the number of normally scheduled work hours for the employee's shift at the regular rate of pay. Regular part-time employees are entitled to paid leave in observance of these holidays based on their proration of hours worked. Example: employee hired to work 20 hours/week, will receive 4 hours of holiday benefit if they were normally scheduled to work the day of the week the holiday falls on.

Personal Holiday shall be recorded on time sheet as personal holiday. In addition, a regular employee may take two hours of religious leave one day a year to attend a religious observance of their faith.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. For City departments or work groups who are normally scheduled to work on holidays, the department head may elect to have the work group observe the holiday on its actual day even when the holiday is on a weekend.

In order to be paid holiday pay, you will be required to work the day before and day after the scheduled paid holiday, unless the employee provides a note from a doctor or employee has a pre-scheduled medical absence with a note from a doctor. If you take vacation or comp time the day before or after the holiday, your qualifying day will be the day before or after your vacation or comp time day. If you are absent from work on your qualifying days, you will not be paid holiday pay. (This paragraph excludes Police and Fire Union)

An employee terminating before the actual holiday is not eligible for holiday pay. Regular employees, except for Firefighters and Captains, scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday hours as a part of the employee's holiday compensation. These hours are to be recorded as holiday hours on the time sheet. The employee will also receive one- and one-half times their regular rate of pay for all hours worked on the holiday except for Firefighters and Captains who receive regular rate of pay.

Except for Firefighters and Captains, all regular employees called in to work on an observed holiday will receive their normal holiday leave hours written into the holiday section of the time sheet. They will also receive one- and one-half times their regular rate of pay for the hours worked on the holiday. For example, a Water Department employee called in to work for two hours on Veterans Day will receive eight hours of holiday pay plus two hours of overtime for working on the holiday.

A regular part-time employee who would have normally been scheduled to work but was granted the time off on an observed holiday will receive the time off and their regular pay for that observed holiday.

Temporary and seasonal workers will receive one- and one-half times their regular rate of pay for all hours worked on an observed holiday.

Sec. 5.60 Leave of Absence Without Pay.

A leave of absence may be granted to an employee for a compelling reason.

For purposes of accruing benefits the following criteria will apply:

1. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.
2. Benefits which are accrued up to the time of the leave of absence will be retained. Employees taking a leave of absence must first use up accrued compensatory time, vacation, and if appropriate, sick leave. The employee will also become responsible for paying their insurance premiums if they will be off work for at least one month after accrued compensatory time, vacation and if appropriate, sick leave are exhausted.

All requests for a leave of absence must be in writing and approved by the department head and the City Administrator.

A request for a leave of absence should be submitted at least two weeks in advance. An exception to this policy may be granted in emergency or special cases as approved by the department head and City Administrator.

An employee will be reinstated to his original position whenever possible after a leave of absence. However, the City does not guarantee the availability of the same position, in which case an attempt will be made to place the employee in a similar position, if available. Failure of the employee to return to work at the expiration of the leave of absence will result in disciplinary action and may result in termination retroactive to the starting date of the leave.

An employee must make arrangements with the Finance Department before going on a leave of absence for payment of voluntary payroll deductions such as health insurance, or long-term disability insurance, if the employee will not receive enough pay to cover the deductions for one or more payroll periods. If, during an approved leave, an employee desires to have the City continue its contributions toward insurance coverages such as life insurance and health insurance (assuming family medical leave does not apply 5.70), the employee must use at least 30 hours of paid leave per week to maintain the City contribution. When the employee no longer has any paid leave, then the employee must pay the entire cost of the premium for the remainder of the approved leave to keep coverages in force. Ordinarily, a leave of absence will not be granted for more than three months. However, leaves for a specific purpose, such as military service or educational programs may be granted for longer than three months. No leave without pay shall be granted if, when combined with all other types of leave which the employee has taken or is available to the employee, will exceed a period of one (1) year's total leave except for employees covered by required military duty and as pursuant to military orders.

A holiday which occurs during an unpaid leave of absence of 14 days or more will be forfeited, no matter when the holiday falls in the leave period.

If an absence due to illness or injury extends beyond the accrued paid sick leave days, questions concerning benefits, etc. should be referred to the Human Resources Department for interpretation. The City may require certification, on a periodic basis, of an employee's continuing illness or disability by the employee's physician and/or a physician selected by the City. Applicable benefits may also be available under the Family Leave Policy.

Sec. 5.70 Leave of Absence (Family Medical Leave & Military Family Leave).

The City will comply with the Family Medical Leave Act of 1993.

I. Eligibility for Leave

- A. Any employee who has been employed by the City at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months preceding the commencement of the leave of absence is eligible for an unpaid family or medical leave of absence if certain conditions are met (“eligible employee”). In appropriate circumstances, the eligible employee will be returned to the same or an equivalent position following the leave.
- B. An eligible employee is entitled to family and medical leave for one or more of the following reasons:
 - (1) birth of a son or daughter, and care for the newborn son or daughter, if concluded within twelve (12) months of the birth of the child;
 - (2) placement with the employee of a son or daughter for adoption or foster care, if concluded within twelve (12) months after placement;
 - (3) care for the employee's spouse, child, or parent who has a serious health condition;
 - (4) inability of the employee to perform the functions of his or her position due to a serious health condition;
 - (5) any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
 - (6) care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next-of-kin of the servicemember.

II. Required Notice

- A. If the necessity for the leave is foreseeable, an employee must provide the City with thirty (30) days advance written notice of a request for leave. Leave is deemed to be foreseeable if it is for an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of an immediate family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. It should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

III. Medical Certification

- A. An employee requesting leave based on a serious health condition, whether it involves the employee or an immediate family member, must obtain a medical certification form. The medical certification form must be completed and signed by the employee's health care provider. All FMLA forms may be printed from the U.S. Department of Labor website: <http://www.dol.gov/esa/whd/fmla>, or you can obtain the forms from the Human Resource Director.

The completed certification form (FMLA) must be submitted within fifteen (15) calendar days of the requested leave, unless it is not practicable under the particular circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. In all cases of leave for medical reasons, the City reserves the right to request a second medical opinion, at the City's expense, if the validity of the first medical certification is in doubt. The City shall designate the health care provider to furnish the second opinion. If the opinions of the employee and the City's designated health care providers differ, the City may require the employee to obtain a third medical opinion at the City's expense. The third health care provider will be chosen jointly by the City and the employee. The third opinion is final and binding.

The City may request recertification no more often than every thirty (30) days, except where the employee requests an extension of leave or circumstances described by a previous certification have changed significantly. However, if the medical certification indicates that the minimum duration of the condition is more than 30 days, the City must wait until that minimum duration expires before requesting a recertification. In all cases, the City may request a recertification of a medical condition every six months in connection with an absence by the employee. the City may request recertification in less than 30 days if: 1) the employee requests an extension of leave; or 2) circumstances described by the previous certification have changed significantly; or 3) the City receives information that causes doubt upon the employee's stated reason for the absence of the continuing validity of the certification.

IV. Service members Certification

- A. An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must provide the employee's supervisor with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active-duty status of a covered military member, must also obtain a certification form from the Human Resource Director or U.S. Department

of Labor website that must be signed and completed by the employee. The completed FMLA form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. An employee requesting leave to care for a covered servicemember with a serious injury or illness, must obtain a certification form from the Human Resource Director or U.S. Department of Labor website that must be signed and completed by the employee. The completed certification form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

In lieu of a certification, the employee may submit as certification “invitational travel orders” or “invitational travel authorization” issued to any employee’s immediate family member to join a qualified injured or ill servicemember at his or her bedside.

V. Length of Leave

- A. Each eligible employee may be granted an unpaid family and medical leave, including maternity leave, for a period up to twelve (12) weeks (during any twelve (12)-month period). In determining eligibility for leave, a "rolling" twelve (12) month period is used, measuring backward from the date the employee first uses the leave.
- B. An eligible employee may be granted an unpaid family and medical leave to care for an immediate covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, for a period of up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. An employee requesting leave will be required to use any unused accrued vacation, compensatory leave and sick leave as part of the FMLA leave. Once such accrued vacation, compensatory leave and sick leave is exhausted, the balance of the employee’s FMLA leave will be without pay.

VI. Benefits during Leave

- A. An employee on a family or medical leave will be retained on the City’s health plan under the same conditions as active employees, except that the employee must make arrangements with the payroll administrator for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty (30) days late, coverage will be lost during

the period of the leave. In circumstances where an employee is on paid leave (i.e., the use of sick leave or vacation while on FMLA leave), the appropriate deductions will be made in the same manner as the employee's regular paycheck. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.

- B. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless:
 - (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or an immediate family member; or
 - (2) the failure to return stems from circumstances beyond the control of the employee.

VII. Return from Leave

- A. An employee returning from leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits greater than those he or she would have had in the absence of taking such a leave.
- B. In dealing with leaves involving a serious health condition of an employee, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the City must receive a fitness-for-duty certificate from the employee's health care provider stating that the employee is able to resume work.

VIII. Reduced Work Schedule

In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work.

In cases of a serious health condition of the employee or an immediate family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations, and the City reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule is based on planned medical treatment, the City reserves the right to temporarily transfer the Employee to a comparable position that better accommodates the employee's recurring periods of leave.

Any time permitted based on a reduced work schedule will be treated in the same manner as absence under the family and/or medical leave policy, and such absence will be counted

against the leave permitted under the policy.

Sec. 5.80 Absence Without Leave.

Employees failing to report for or remain at work as scheduled or directed without proper notification, authorization, or excuse shall be considered absent without leave, shall not be in pay status for the time involved, and shall be subject to appropriate disciplinary action. Absence without leave for more than three work shifts or in the case of a firefighter, two work shifts, shall be considered an abandonment of their duties, which shall ordinarily result in dismissal.

Sec. 5.85 Continued Employment While on Leave of Absence

Employees who are on an approved leave of absence, whether paid or unpaid are normally prohibited from outside employment with another employer or being self-employed while on such leave unless the employee's written disclosure of the employment relationship is approved by the City Administrator. Military orders would be considered an exception to this rule. Employees who are found to be engaged in outside employment while on a leave of absence may be disciplined up to and including termination.

Sec. 5.90 Compassionate Leave.

In the event of a death, serious illness, injury or similar major personal problem of a regular 20 hour or more a week employee's immediate family, a department head may request compassionate leave for the employee, not to exceed three work shifts with pay, per occurrence, to a regular employee. Firefighters may use up to 24 working hours over two work shifts with approval of Fire Chief. Compassionate Leave request shall be made to and approved by the City Administrator.

When an event would also qualify under the sick leave benefit, sick leave will be the leave of first resort.

In the event of a death of the listed below, a department head may grant an employee up to one work shift, with pay, to attend the funeral, wake or event related to the funeral.

Employee's

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.

Written Reprimand

A written reprimand is considered formal discipline that aims to communicate to the employee that their actions are not acceptable. Disciplinary points will typically accompany a written reprimand as outlined in the prescribed discipline of each of group offenses sections.

Suspensions

A suspension is temporarily prohibiting an employee from performing their duties as a result of the employee's unsatisfactory job performance or misconduct. A suspension seriously impacts departmental productivity and the employee's pay.

Duration

Disciplinary suspensions shall be without pay and shall not exceed ten (10) work days for a Group II violation or twenty (20) work days for suspensions in lieu of termination.

Overtime Exempt Employees

Overtime exempt employees may be suspended for any duration within the above limits for violations of written rules and policies governing workplace conduct applicable to all employees; otherwise, the

suspension must be for a full work week. Also, overtime-exempt employees cannot be suspended for less than a full work week for job performance issues.

Demotions

A disciplinary demotion can occur as an intermediate form of discipline or as an alternative to termination and in situations where other disciplinary measures have been unsuccessful to correct unsatisfactory job performance or misconduct. The employee's salary will be reduced to a level within the salary range of the city's Classification & Pay Plan.

Terminations

An involuntary separation for acts and/or behavior of such a serious nature that the first occurrence should justify termination or for unsatisfactory job performance or misconduct of a less serious nature which continues after other disciplinary measures have been imposed for prior poor work performance or misconduct.

Sec. 6.35 Types of Offenses & Specific Actions

The following procedures will set forth guidelines for determining the severity of the offenses of misconduct. The offenses listed in this policy are not intended to be all inclusive but instead serve as guidelines. It is expected that many, if not most, infractions will not be specifically listed in this policy. Failure to correct behavior, performance, or conduct after commission of a Group I or II offense will result in further disciplinary action.

Sec. 6.40 Group I Offenses

These offenses include misconduct that is less severe in nature, but which requires corrective action in the interest of maintaining a well-managed, respectful, and productive work environment. Examples of Group I offenses include:

- Unsatisfactory attendance or excessive tardiness as defined by the individual departments;
- Abuse of City time such as use of City time for non-work-related activity, personal business, or abuse of sick leave;
- Inappropriate or unauthorized use of City equipment, facilities, or information;
- Unsatisfactory job performance
- Disruptive behavior; including rudeness, inappropriate language or gestures, or uncooperativeness toward others;
- Refusal to work reasonable overtime;
- Failure to comply with the Fair Labor Standards Act (FLSA); and
- Improper use or operation of a city vehicle, equipment or facility

Corrective Action: The prescribed disciplinary action for each violation is five (5) disciplinary points and a written reprimand in the employee's personnel file. Supervisors must discuss a Group I offense with the employee and advise the employee of the need for correction. Depending upon the severity and nature of the offense, the employee may, in lieu of being cited for a Group I offense, be subject to verbal or written counseling. If the condition is not resolved by verbal discussions, the employee must be given a written counseling to document the failure to correct the stated offense.

Sec. 6.45 Group II Offenses

Group II offenses constitute misconduct which is more severe in nature. Disciplinary actions for Exempt employees shall be in compliance with the Fair Labor Standards Act (FLSA). Examples of Group II offenses include:

- Continued unsatisfactory job performance;
- Failure to follow a supervisor's verbal or written instructions, perform assigned work, or otherwise comply with applicable city or departmental policy, rules, regulations, or directives, except for refusal to cooperate with respect to alcohol and drug testing which is a Group III Offense;
- Violating safety procedures (not a threat to life);
- Leaving the worksite without permission during work hours;
- Workplace harassment or other prohibited discriminatory conduct;
- Failure to report to work as scheduled without proper notification;
- Violating confidentiality when city and department policies, regulations, or rules have been published or which the employee is expected to know;
- Use of obscene or offensive language or gestures when dealing with other employees, supervisors, or the public;
- Negligence in the performance of job responsibilities including the negligent operation of a city vehicle or equipment; and
- Unauthorized use or misuse of city property or information;

Corrective Action: The prescribed disciplinary action for each violation is ten (10) disciplinary points and a written reprimand in the employee's personnel file, and may also include a suspension without pay for 1-10 days with the concurrence of the department head, Human Resources Director and City Administrator.

Sec. 6.50 Group III Offenses

The offenses included in this group are more serious in nature. Examples of Group III offenses include:

- Accumulation of three (3) Group 1 offenses within a rolling twelve-month period;
- Unauthorized possession or use of firearms, dangerous weapons, or explosives while working or on any city property except in accordance with State or Federal laws;
- Absence or leave in excess of five (5) working days without prior authorization;
- Withholding information, or making false or misleading statements;
- Failing to fully cooperate during an administrative investigation, or interfering with an administrative investigation;
- Falsification, misuse, concealment, or alteration of records, including but not limited to vouchers, reports, time and leave records, or other city documents;
- Gross negligence in the performance of job responsibilities;
- Behavior which is considered unethical, or unprofessional conduct with clients, citizens, program participants, or other employees;
- Overt or implied threats or coercion of employees, supervisors, subordinates or the public, including but not limited to incidents of bodily contact;
- Unauthorized possession or use of alcohol or a controlled substance on the job; operating city equipment, including vehicles, while under the influence of alcohol or a controlled substance;
- Positive controlled substance or alcohol test; refusal to cooperate fully with respect to alcohol/substance abuse testing policy as defined by the city's Alcohol, Illegal
- Drugs and Controlled Substances policy will result in termination;
- Violating safety procedures where there is a threat to life;

Corrective Action: The prescribed corrective action for Group III offenses is termination. If the department head determines that extenuating circumstances exist and the employee otherwise has a satisfactory record of job performance and conduct, the department head with the concurrence of the Human Resources Director and the City Administrator, has the option to impose twenty (20) disciplinary points and a ~~11-(20)~~ day suspension without pay, and/or demotion, in lieu of termination.

Sec. 6.55 Disciplinary Action for Points Accumulation

In addition to the prescribed disciplinary action for each instance of misconduct, the following action is prescribed for the accumulation of disciplinary points:

- Employees who accumulate thirty (30) disciplinary points within any rolling twelve (12) month period will be terminated.

- Employees who accumulate thirty-five (35) disciplinary points within any rolling twenty-four (24) month period will be terminated.

Points shall accrue at the time the disciplinary action is taken, not when the misconduct occurs or the date that any appeal from the disciplinary action is decided at the various steps of the grievance process (even if the disciplinary action is modified). The date of the original letter or memoranda which notifies the employee of the disciplinary action is the date that points accrued.

Sec. 6.60 Corrective Action Guidelines

Disciplinary action will be taken to correct or discourage unsatisfactory behavior or performance. The following principles will be observed when considering disciplinary action:

- Management shall consider prior disciplinary actions taken against the employee, including the date, severity, and circumstances of the prior actions.
- The disciplinary action shall be situationally appropriate and shall be consistent with the expectations of the position.
- Management shall consider the special needs of the department, and the seriousness of the employee's behavior or performance.
- Employees are responsible and accountable for knowing the performance or behavioral expectations of the city and their department.
- In determining the severity of the disciplinary action, the supervisor should establish whether there has been repetition of the same or similar performance or behavior.

Sec. 6.65 Disciplinary Procedures

Any alleged violation of the city's or a department's Standards of Conduct, rules, policies, directives, or for continued failure to meet job performance standards or expectations shall be investigated. The employee shall be provided the opportunity to respond before disciplinary action is taken. Departments have flexibility in the investigation of disciplinary matters in a manner appropriate to the alleged misconduct.

Immediate Administrative Suspension with Pay Pending Departmental Investigation:

An employee may be immediately suspended from work with pay pending completion of a disciplinary investigation into misconduct (committed on or off duty) with the prior approval of the affected department head, Human Resources Director and City Administrator, if it is determined that

the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or the employee's department, or to the welfare of the public, or to other city employees or to the administrative investigation.

When an employee is placed on administrative leave with pay and the department head, Human Resources Director or City Administrator has established one or more meeting dates related to the administrative investigation during the employee's regular work hours which the employee may reasonably be expected to attend, and the meeting date is postponed at the employee's request, the employee will not be paid past the original established date. Likewise, paid administrative leave will cease if an employee does not attend the meeting. If a meeting date is postponed by the department head, Human Resources Director or City Administrator, then the employee will remain on administrative leave with pay until the date of the meeting. If the meeting is commenced but is adjourned, the employee will remain on administrative leave with pay until the meeting is concluded. If subsequent termination action is taken, the effective date of the termination will be the determined by the investigating party with the concurrence of the Human Resources Director and City Administrator.

Immediate Suspension Without Pay Pending Departmental Investigation:

An employee may be immediately suspended from work without pay only when a finding of probable cause that a crime has been committed by the employee has been made by a judge, magistrate, or grand jury, AND the employee's continued presence on the job is deemed to be a substantial and immediate threat to the efficient operation of the city government or employee's department, or to the welfare of the public, or to other city employees. Such a suspension without pay may be imposed if the above conditions are met, and with the prior approval of the affected department head and the Human Resources Director or designee, after consultation with the City Administrator.

Duration: The administrative suspension without pay shall end if the above conditions cease to exist (e.g., the employee is no longer deemed to be a substantial and immediate danger to the aforementioned persons or entities) or until completion of the city's administrative investigation provided the employee is returned to work.

Grievability: The administrative suspension of an employee without pay under this subsection is immediately grievable. Steps I and II of the grievance procedures shall be waived. A meeting at step III within the required time period shall be limited to the issue of the continued suspension without back pay. At the employee's option, the issue of the suspension without pay may be combined in a timely grievance filed later by the employee concerning the underlying disciplinary action, if any.

Back Pay: If the employee is not subsequently terminated following the completion of the administrative investigation, the City Administrator or designee may order full, partial, or no back

pay. The City Administrator or designee shall not be bound by the outcome of any criminal court case but may refer to such outcome and findings in making a final decision.

Sec. 6.70 Procedures for Taking Disciplinary Actions

Disciplinary action may be taken only by the department head or the department head's designated representative. This policy is intended to promote consistency in the application of discipline and to grant employees the opportunity to respond to allegations at a high level of management before action is taken. However, supervisors below the level of the department head or the designated representative have a major responsibility for administering the Standards of Conduct (and also performance issues) and disciplinary procedures. Supervisors monitor and enforce the Standards of Conduct and, in most instances, will determine if an action will be processed through the disciplinary process. Supervisors are often assigned responsibility for investigating alleged misconduct and performance issues. Supervisors are responsible for providing input and making recommendations to department heads and designated representatives and such recommendations are to be considered in the determination of what disciplinary action to take, if any.

In large departments, or those with several levels of management, the department head may designate lower levels of management to handle less severe misconduct and performance issues and to take appropriate disciplinary or corrective action, if any. In cases involving alleged misconduct and unsatisfactory performance, which may result in suspension, demotion, or termination, the department head shall be personally involved in investigating or overseeing the investigation of the allegations of misconduct and unsatisfactory performance, and determining disciplinary action, if any.

When there is reason to believe misconduct may have occurred, the department head or the department head's designee shall initiate an appropriate investigation to determine the facts surrounding the alleged misconduct or unsatisfactory performance. The department head or designee may personally conduct the investigation or may assign the investigation to another person.

If after review of information developed in the investigation, the department head or designee determines that misconduct or unsatisfactory performance may have occurred and that disciplinary action may be pursued, he/she will inform the employee in writing in a formal written notice of allegations. The employee will be informed in the notice that the employee will be afforded an opportunity to meet with the department head or designated representative in order to respond to the allegations after five (5) work days after receipt of the notice, unless an earlier date has been agreed to by both parties. The allegations should cite the specific instance(s) of misconduct or unsatisfactory performance including the facts underlying the allegations but need not specify specific level(s) of misconduct. The employee shall also be informed in the notice that the employee has a right to present documents and give verbal or written statements at the meeting, and bring witnesses, if desired.

The meeting between the department head or designee and the employee shall be held as soon as practicable, preferably within ten (10) work days of the time the employee is given the notice of the allegations.

The meeting, at which the employee is provided the opportunity to respond to the allegations, is an informal administrative process. It is not a grievance proceeding. The meeting is not a trial and it is not intended that the department's evidence and witnesses be presented. The meeting is not bound by or conducted by court procedures or rules of evidence. The meeting is conducted by the department head or designee who shall determine the procedures by which the meeting will proceed to ensure that the employee has the opportunity to respond to all allegations. The following policies apply to the conduct of the meeting:

- The meeting shall be recorded.
- The meeting shall be between the department head or designee and the employee. A representative from Human Resources may also be present. Attorneys for the city and the employee shall not be present. Supervisors of the employee and other departmental management shall not be present except as necessary to provide information. The employee has the right to present documents, make statements, and present witnesses. If the employee brings witnesses, the witnesses shall be present only while presenting information.
- The department head or designee may continue the meeting if necessary and shall determine when the matter is concluded.

If the employee has waived the right to appear at the meeting, or does not appear, the department head or designee shall base the decision on the information available.

Upon conclusion of the meeting, the department head or if appropriate, designee, shall consider all available evidence, including the employee's work record, if appropriate and shall determine appropriate action.

If the department head or the designee determines that misconduct or unsatisfactory performance did not occur, or could not be substantiated, the reasons for the decision shall be documented and the matter shall be closed.

If the department head or designee determines that misconduct or unsatisfactory performance did occur, the department head or designee shall determine the specific instance(s) of misconduct or unsatisfactory performance, level of misconduct, and the disciplinary action to be taken. In cases in which several violations of the city's or a department's Standards of Conduct, rules, policies or directives arise from the same incident, the department head may assess the appropriate disciplinary action for each separate violation. The department head or designee shall not be bound by the outcome of any court action, but may refer to such outcome and findings in making a final decision.

If the employee was administratively suspended without back pay the City Administrator or designee may order full, partial, or no back pay as deemed appropriate under the circumstances.

If the meeting was held by a person other than the department head, the department head may review the case with the designee and may elect to meet with the employee before making the final determination of disciplinary action.

In cases involving termination, demotion, or suspension and in cases in which misconduct specifically assigned to a level by this policy is processed at a different level, and in cases in which a lesser action than termination is taken due to extenuating circumstances, the department head shall review the case with the Director of Human Resource Management or designee prior to determining disciplinary action.

The employee shall be notified in writing of the determination within ten (10) work days after the conclusion of the meeting. However, this time frame may be extended by the department head or designee when necessary to appropriately consider the information, review the case, and prepare a written response.

If the meeting was held by anyone other than the department head, the employee may request a meeting with the department head before disciplinary action is administered. The request must be in writing to the department head within seven (7) calendar days of notification of the disciplinary action. This meeting will be conducted as stated above. with the department head notifying the employee of his/her determination within ten (10) work days after the conclusion of the meeting.

Upon the final determination of disciplinary action, the employee shall be advised of his/her rights to appeal through the employee Grievance Procedure, if applicable.

Sec. 6.75 Grievance Procedure

An employee may submit a written grievance to their 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 who remains dissatisfied may submit the grievance to the next higher supervisor within seven calendar days of receiving 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 City Administrator fails to provide a written response within seven calendar days of receiving the grievance, the employee may escalate the grievance to the next higher supervisor.

As the final authority for grievances, the City Administrator shall conduct any necessary investigation and/or hearings. If the City Administrator determines that a hearing is required, the employee shall be allowed to attend, be represented by anyone of their choosing, and present evidence and/or witnesses on their 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 the conclusion of the hearing.

In the event of a grievance against the City Administrator, the Mayor or their designee shall perform the duties and serve as the final authority.

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.

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15. ORDINANCES ON FIRST READING

15.A. Ordinance No. 25-20 approving purchase agreement with Dale L. and Patricia K. Labenz in the amount of \$200 for city-owned property described as Lot 1, Block 74, Original City of Columbus, Platte County, Nebraska, lying south of Union Pacific Railroad right-of-way and adjacent vacated alley lying south of said Lot 1 and adjacent west 1/2 of vacated street lying east of said Lot 1 (northwest of 12th Street and 15th Avenue).

DRAFT

ORDINANCE NO. 25-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PURCHASE AGREEMENT WITH DALE L. AND PATRICIA K. LABENZ, WHEREIN THE CITY WILL SELL LAND OWNED LOCATED IN BLOCK 74 OF THE ORIGINAL CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$200; A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the City of Columbus statutorily has the power to sell and convey real estate owned by itself after providing a public notice, passing an ordinance, and the expiration of a remonstrance; and

WHEREAS, the City has requested bids for the real property located at:

Lot 1, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lot 1, and all of that portion of the W ½ of vacated 15th Avenue lying east of and adjoining said Lot 1 and north of the south line of alley to the south line of the Union Pacific Railroad Right of Way;

and

WHEREAS, the City has received a bid proposal from Dale L. and Patricia K. Labenz to purchase the aforementioned property for \$200.

WHEREAS, the City of Columbus desires to proceed with the sale of said property subject to the terms as contained in the attached Purchase Agreement; and

WHEREAS, notice of such sale and conveyance of real estate shall be published in the Columbus Telegram as required by statute.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Dale L. and Patricia K. Labenz for the sale the aforementioned real property at a price of \$200, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This Ordinance shall repeal all ordinances or portion thereof in conflict herewith and shall become effective from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 10, 2025

TO: Tara Vasicek, City Administrator

FROM: Richard J. Bogus, City Engineer

RE: Sell City Owned Property, Lot 1 and adjacent vacated alley and street right-of-way, Block 74, Original City of Columbus, Platte County, Nebraska

RECOMMENDATION:

Recommend approval of the Purchase Agreement and Ordinance to sell City owned excess property of Lot 1 and adjacent vacated alley and street right-of-way, Block 74, Original City of Columbus, in the amount of \$200 to Dale L. and Patricia K. Labenz.

DISCUSSION:

In general, the property is located northwest of the 12th Street and 15th Avenue intersection and south of the UPRR railroad. It is land locked from public right-of-way resulting in the City not being able to maintain the property adequately. The sale of the property could not create a land locked lot. Purchaser owns abutting property and thus does not create a land locked lot.

Nebraska State Statutes was and will 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 0.14 acre, Lot 1, Block 74, Original City of Columbus, including the abandoned alley 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 property was bid "as is" which included the use of non-residential purposes for 99 years, no groundwater extraction, environmental indemnifications, subsurface extraction rights, and perpetual easement rights.

FISCAL IMPACT:

Sale of city owned property in the amount of \$200. The minimum requested amount was \$200.

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 Dale L. and Patricia K. Labenz (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 1, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said Lot 1, and all of that portion of the W ½ of vacated 15th Avenue lying east of and adjoining said Lot 1 and north of the south line of alley to the south line of the Union Pacific Railroad Right of Way.

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 Two Hundred Dollars and Zero Cents (\$200) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- a. Two Hundred Dollars and Zero Cents (\$200) 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 Two Hundred Dollars and No Cents (\$200). 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 2024 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 2025, 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. **NO ASSIGNMENT.** Buyer shall not assign or transfer this Agreement to any other party without the prior written consent of Seller, which may be withheld in Seller’s sole discretion.

12. **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:

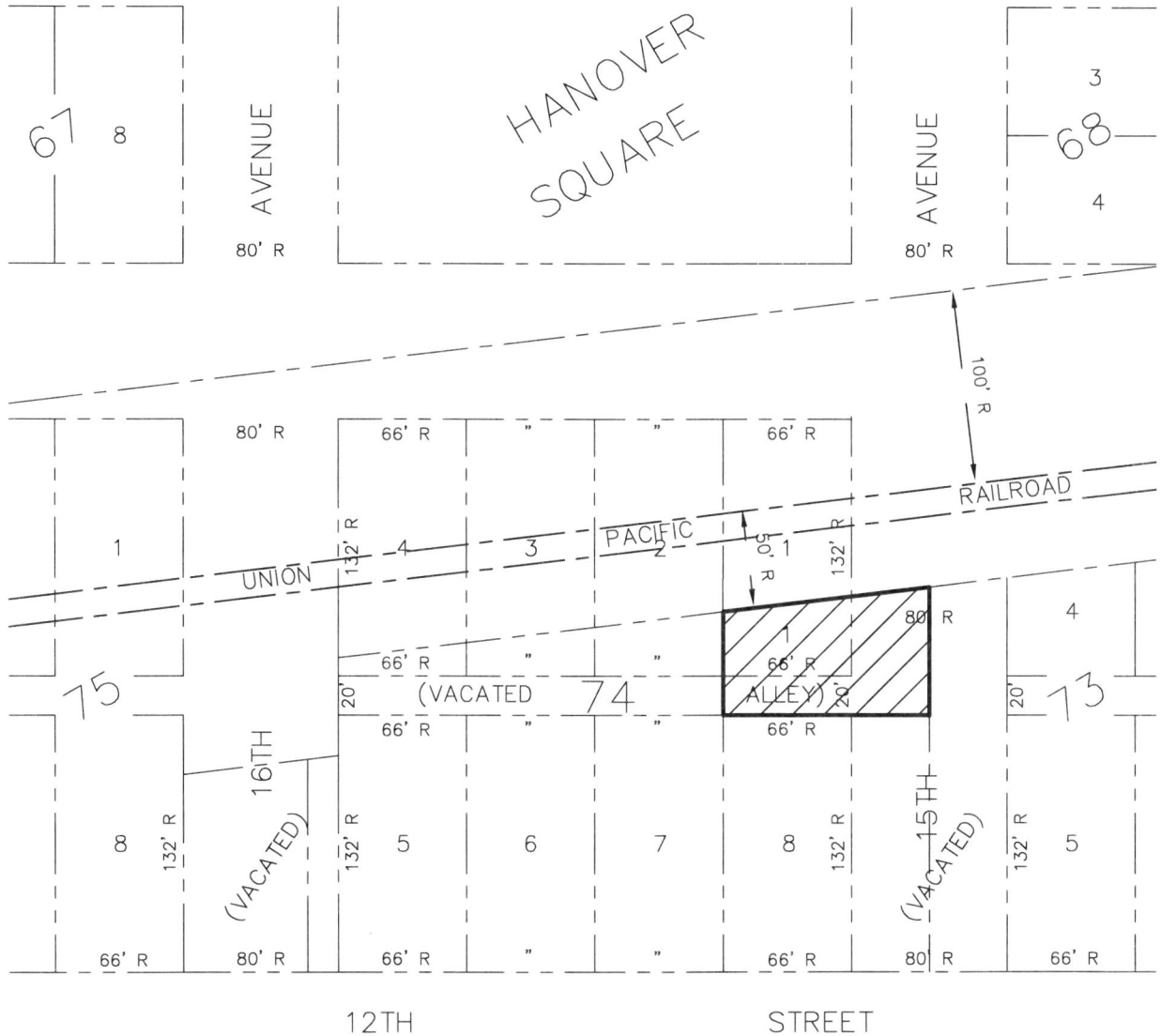
- Seller at: 2500 14th Street, Ste. 3, Columbus, NE 68601
- Buyer at: 2210 37th Street, Columbus, NE 68601

13. **TIME OF THE ESSENCE.** Time is of the essence in this matter.
14. **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.
15. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.
16. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.
17. **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.
18. **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.
19. **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.
20. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.
21. **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.
22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.
23. **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 *****

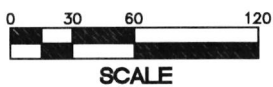
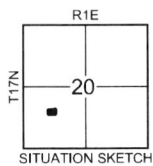
EXHIBIT A

LOTS 1, BLOCK 74, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA
 LYING SOUTH OF R.R. ROW & W1/2 VACATED 15TH AVE.
 AND VACATED ALLEY ADJACENT THERETO



Legal Description

Lot 1, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lot 1, and all of that portion of the W1/2 of vacated 15th Avenue lying east of and adjoining said Lot 1 and north of the south line of alley to the south line of the Union Pacific Railroad Right of Way.



1" = 60'
 BDB

LEGEND

R - Recorded Distance
 M - Measured Distance

When Recorded Return To:
Dale L. & Patricia K. Labenz
2210 37th Street
Columbus, NE 68601

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, City of Columbus, a municipal corporation of the State of Nebraska, herein referred to as GRANTOR, in consideration of Two Hundred Dollars and Zero Cents (\$200) and other Valuable Consideration, received from Dale L. and Patricia K. Labenz, herein referred to as Grantee, quitclaims to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lot 1, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lot 1, and all of that portion of the W ½ of vacated 15th Avenue lying east of and adjoining said Lot 1 and north of the south line of alley to the south line of the Union Pacific Railroad Right of Way.

Subject to, however, all existing interests, including but not limited to all reservations, rights-of-way and easement of record or otherwise, located in Platte County, Nebraska. Said real estate is further shown on the Attached Exhibit A.

Grantee, his assigns, transferees, beneficiaries, successors, etc., shall be subject to the following covenants (and for purpose of the following, Grantor shall mean City of Columbus and/or BNSF):

- 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. 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.

Executed this ___ day of _____, 20____, by the City of Columbus:

By: James Bulkley, as Mayor of and on
behalf of the City of Columbus

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 Quitclaim Deed and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 20____.

Notary Public

15.B. Ordinance No. 25-21 approving purchase agreement with Michael L. and Kimberlee A. Langan in the amount of \$315 for city-owned property described as Lots 2, 3, and 4, Block 74, Original City of Columbus, Platte County, Nebraska, lying south of Union Pacific Railroad right-of-way and adjacent vacated alley lying south of said Lots (northeast of 12th Street and 16th Avenue).

DRAFT

ORDINANCE NO. 25-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PURCHASE AGREEMENT WITH MICHAEL L. AND KIMBERLEE A. LANGAN, WHEREIN THE CITY WILL SELL LAND OWNED LOCATED IN BLOCK 74 OF THE ORIGINAL CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$315; A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the City of Columbus statutorily has the power to sell and convey real estate owned by itself after providing a public notice, passing an ordinance, and the expiration of a remonstrance; and

WHEREAS, the City has requested bids for the real property located at:

Lots 2, 3, and 4, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lots;

and

WHEREAS, the City has received a bid proposal from Michael L. and Kimberlee A. Langan to purchase the aforementioned property for \$315.

WHEREAS, the City of Columbus desires to proceed with the sale of said property subject to the terms as contained in the attached Purchase Agreement; and

WHEREAS, notice of such sale and conveyance of real estate shall be published in the Columbus Telegram as required by statute.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Michael L. and Kimberlee A. Langan for the sale the aforementioned real property at a price of \$315, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This Ordinance shall repeal all ordinances or portion thereof in conflict herewith and shall become effective from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: December 10, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Sell City Owned Property, Lots 2, 3, & 4 and adjacent vacated alley right-of-way, Block 74, Original City of Columbus, Platte County, Nebraska

RECOMMENDATION:

Recommend approval of the Purchase Agreement and Ordinance to sell City owned excess property of Lots 2, 3, & 4 and adjacent vacated alley right-of-way, Block 74, Original City of Columbus, in the amount of \$315 to Michael L. and Kimberlee A. Langan.

DISCUSSION:

In general, the property is located northeast of the 12th Street and 16th Avenue intersection and south of the UPRR railroad. It is land locked from public right-of-way resulting in the City not being able to maintain the property adequately. The sale of the property could not create a land locked lot. Purchaser owns abutting property and thus does not create a land locked lot.

Nebraska State Statutes was and will 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 0.19 acre Lots 2, 3, & 4 and adjacent vacated right-of-way, Block 74, Original City of Columbus, including the abandoned alley 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 property was bid "as is" which included the use of non-residential purposes for 99 years, no groundwater extraction, environmental indemnifications, subsurface extraction rights, and perpetual easement rights.

FISCAL IMPACT:

Sale of city owned property in the amount of \$315. The minimum requested amount was \$200.

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 Michael L. and Kimberlee A. Langan (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 2, 3, and 4, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lots.

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 Three Hundred Fifteen Dollars and Zero Cents (\$315) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- a. Three Hundred Fifteen Dollars and Zero Cents (\$315) 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 Two Hundred Dollars and No Cents (\$200). 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 2024 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 2025, 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. **NO ASSIGNMENT.** Buyer shall not assign or transfer this Agreement to any other party without the prior written consent of Seller, which may be withheld in Seller’s sole discretion.

12. **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:


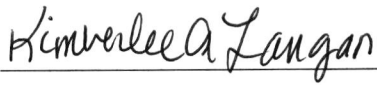
- Seller at: 2500 14th Street, Ste. 3, Columbus, NE 68601

- Buyer at: 3916 Barrington Place, Columbus, NE 68601

13. **TIME OF THE ESSENCE.** Time is of the essence in this matter.
14. **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.
15. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.
16. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.
17. **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.
18. **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.
19. **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.
20. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.
21. **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.
22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.
23. **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 *****

IN WITNESS WHEREOF, the Seller executed this Agreement effective this ____ day of _____, 20__:

<p>Michael L. Langan</p> 	<p>City of Columbus:</p> <hr/> <p>By: James Bulkley, as Mayor of and on behalf of the City of Columbus</p> <p>ATTEST:</p>
<p>Kimberlee A. Langan</p> 	<p>CITY CLERK</p> <hr/> <p>APPROVED AS TO FORM:</p> <hr/> <p>CITY ATTORNEY</p>

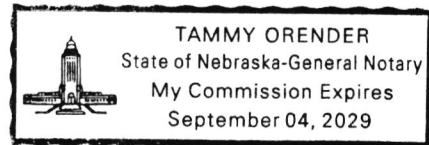
STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Michael L. Langan and Kimberlee A. Langan, as individuals, 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 4 day of December, 2025.


Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)



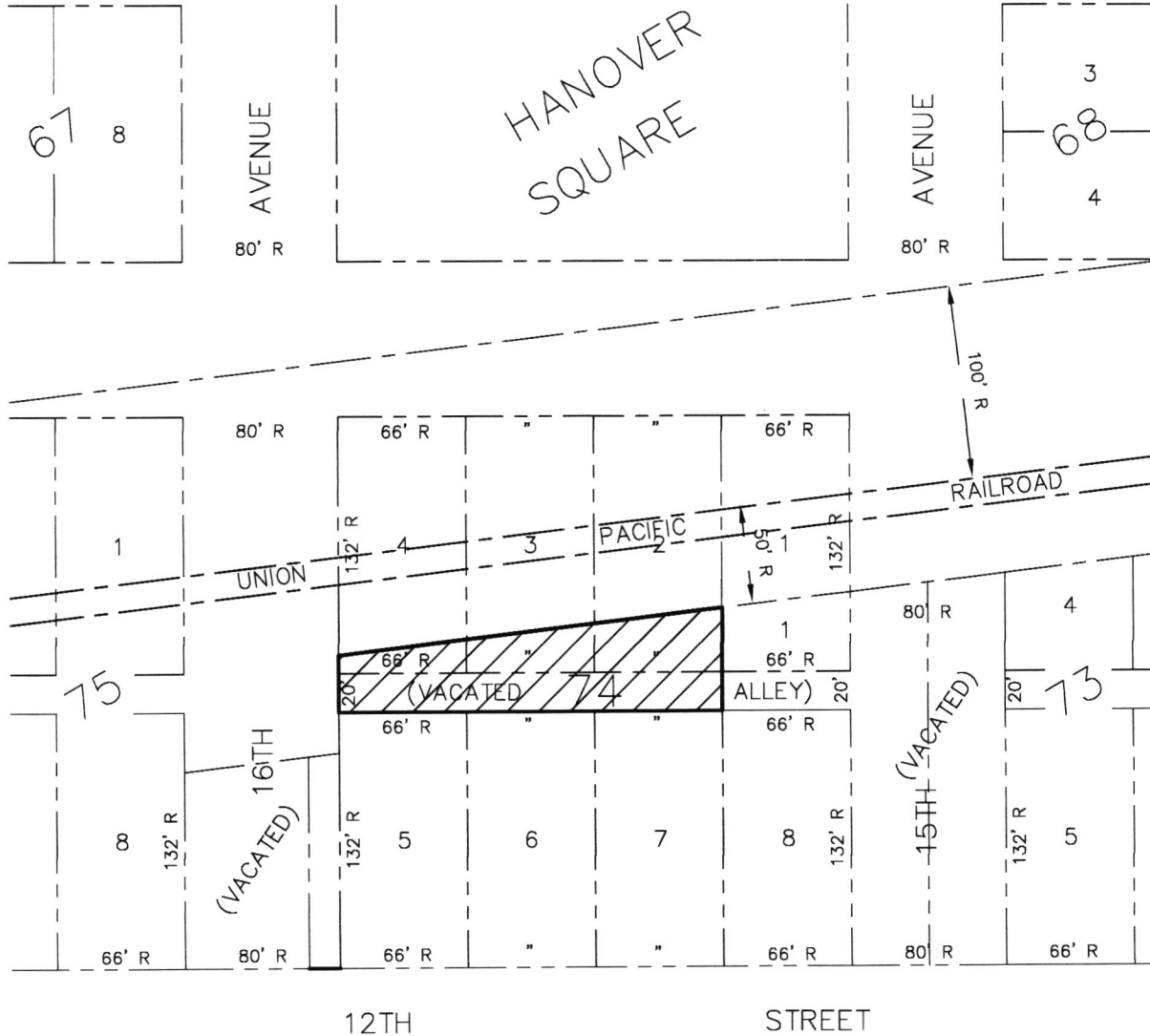
Before me, a notary public, qualified for said county, personally came James Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ____ day of _____, 20__.

Notary Public

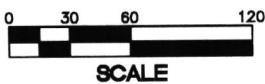
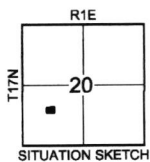
EXHIBIT B

LOTS 2, 3 & 4, BLOCK 74, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA
LYING SOUTH OF R.R ROW AND VACATED ALLEY ADJACENT THERETO



Legal Description

Lots 2, 3, and 4, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lots.



LEGEND
R - Recorded Distance
M - Measured Distance

When Recorded Return To:
Michael L. and Kimberlee A. Langan
3916 Barrington Place
Columbus, NE 68601

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, City of Columbus, a municipal corporation of the State of Nebraska, herein referred to as GRANTOR, in consideration of Three Hundred Fifteen Dollars and Zero Cents (\$315) and other Valuable Consideration, received from Michael L. and Kimberlee A. Langan, herein referred to as Grantee, quitclaims to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lots 2, 3, and 4, Block 74, Original City of Columbus, Platte County, Nebraska lying South of Union Pacific Railroad Right of Way and all of the vacated alley lying south of and adjacent to said lots.

Subject to, however, all existing interests, including but not limited to all reservations, rights-of-way and easement of record or otherwise, located in Platte County, Nebraska. Said real estate is further shown on the Attached Exhibit B.

Grantee, his assigns, transferees, beneficiaries, successors, etc., shall be subject to the following covenants (and for purpose of the following, Grantor shall mean City of Columbus and/or BNSF):

- 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.

16. **ORDINANCES ON SECOND READING: None**
17. **ORDINANCES ON THIRD READING: None**
18. **PAYROLL AND BILLS ON FILE: Included in Consent Agenda**
19. **UNFINISHED BUSINESS: None**
20. **ADJOURNMENT**