

## Bellevue City Council Meeting

Tuesday, February 7, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
    1. (\*) Acknowledge Receipt of December 13, 2022 Tree Board Meeting Minutes.
    2. (\*) Approval of the January 17, 2023 City Council Minutes.
    3. (\*) Acknowledge Receipt of the January 26, 2023 Planning Commission Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
  - a. Proclamation declaring the month of March as "National Problem Gambling Awareness Month"
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4115: An ordinance to approve the Sale and Conveyance of one parcel of City Property to Jeffrey Nazeck and to authorize the Mayor to sign. (Administration)
  - b. Ordinance No. 4116: Request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RD-60 for the purpose of single family residential development. Applicant: Habitat for Humanity of Sarpy County. General Location: 820 W. Avery Road (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Show cause hearing on the proposed condemnation of the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)
    1. Resolution No. 2023-02: Condemning the structure(s) at 1611 Franklin Street, Bellevue, NE 68005. (Chief Building Inspector)
  - b. Show Cause Hearing on the proposed condemnation of the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. (Chief Building Official)
    1. Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005. (Chief Building Official)
15. RESOLUTIONS:
  - a. (\*) Resolution No. 2023-01: Approve and authorize the Mayor and City Treasurer to open account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s). (Finance Director)
16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Community Development (CDBG) Funding Approval Agreement, in an amount of \$353,161.00. (CDBG Program Specialist)

b. Approve the purchase of (15) vehicles for the Police Department, in an amount not to exceed \$720,909.00. (Chief Clary)

c. Recommendation to approve the amended budget request by South Sarpy Wastewater Agency (SSWWA) to bring the budget into line with work required to complete the project and operate the agency. (Public Works Director)

d. Approve the amended Employee Handbook and authorize the Mayor to sign the contract for the Bellevue University Campus@Work Program. (HR Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(December & January Reports Attached)**.

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue

December 13, 2022. Tree Board meeting minutes

**Attendance:** Joanne Langabee, Don Preister, Tom Mruz, Nancy Scott and Deborah Woracek were attending in person. Scott Evans, and Craig Kimball were excused. Jim Shada also attended the meeting in person.

Jo reminded all to turn their volunteered time and mileage to Deborah.

Due to the Board not having an in-person meeting in November, the minutes of the October 11, 2022, meeting were approved by emails. Deborah submitted them to the City Clerk's office for filing in the records.

**Park Report** – Jim reported that they are waiting for the ground to freeze to facilitate heavy equipment on the grass, to finish up tree trimming. He said they have mulched 10 out of 12 playgrounds and are working on general park maintenance. The playground and shelter at Faulkland Park were removed and new ones should be installed by the end of this year. The Park staff have removed stumps of trees that were taken down in Faulkland Park. Any playground and shelter remaining work will be updated in the spring. This park is popular for walkers and of late has been vandalized. Jim mentioned that vandalism by High School students is a problem at Banner, too. The trash cans and bathrooms have had fires set in them, etc. There is now more of a police presence, and it seems to be helping cut the problems. The vandals only hit the park during the school year. The new shelter and restrooms will be updated with resistant materials. Normandy Hills, a newly annexed part of Bellevue, will get new playground equipment. Jo said College Heights Park also needs updated equipment. Joanne attended the City Park Master Plan open house meeting. She asked Jim for his thoughts of the plans. Jim is happy with them so far. What funding is available will determine it is a successful plan.

**Old Business** – Jo reported that she is still working on the use of the Tree Plotter software. Jo also reported contacting Papió-Valley Nursery, as two of the trees planted at Baldwin Field were mislabeled. They will replace the 2 trees we planted. We will decide what to do with the mislabeled trees as the Nursery does not want them back.

Bellevue 411 articles are being worked on by Scott, who was unable to attend the meeting.

**Winter Projects** – Nancy sent a list she researched to give us a start for public education, possible to be used at the tree festival that was discussed at our last meeting. Don pointed out that more Silver Maples are dying and not being replaced. He met with Alan at the Papio-Missouri Valley Nursery to inquire about possible interest for a joint tree festival with tree give away. Don also brought up the Honor and Remember Nebraska Forest initiated for our KIA Veterans. A discussion followed about what other organizations might like to be included and co-sponsor a joint tree festival next Fall. We can invite other tree boards and county organizations to help with the planning and with the execution of the festival. American Heroes Park was suggested as a good location. Nancy suggested we invite Table Grace as part of the festival. We were urged to think of possible ideas for this for the next meeting. Don will inquire about the city's help and let us know of any other meetings. Nancy asked that we include the honeysuckle and Ailanthus problems with solutions in the education section of the tree festival.

BWHS fence line clearing – Tom finished this task, painting the Mulberry, Spruce and other invasives in the fence line.

## **New Business**

**Annual Report Draft** - Nancy said we should include the Whispering Timbers Pollinator Garden in our annual report and the Bioretention plantings that were put in at Mason Park. All were urged to turn in any outstanding hours or miles for the annual report.

The Board was tasked with researching other tree festivals and to come to the January meeting prepared to brainstorm ideas and activities.

**Tree City USA** – Jo is waiting for the last information from Karen in Parks office. Jim said that Karen is in the process of getting a new computer system and should be able to get the needed information to Jo before the deadline for the Tree City USA report.

**Tree inventory** – Jo will reassess and add the areas west of Ft. Crook Road also will work on the southwest and north part of town. She said she will need help with Blackhawk Park again.

Nancy motioned to adjourn; Tom seconded the motion; All voted in favor of the motion.

Our next meeting will be on January 10, 2023

Tentative agenda for January 10, 2023

Attendance

Minutes

Jim Shada – Park Report

Update volunteer hours

Report on projects:

Tree City USA application

Annual Report

Fall Festival of trees

New Business

# MINUTE RECORD

\*5b2.  
2/7/2023

Bellevue City Council Meeting, January 17, 2023, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 17<sup>th</sup> of January, 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow and Interim City Attorney Annie Mathews.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Hike led the Pledge of Allegiance. Dr. Rich Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street, gave the invocation.

## **OPEN MEETINGS ACT**

Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers.

## **APPROVAL OF THE AGENDA:**

**Motion** was made by Burns, seconded by Cook, to approve the agenda.

Roll call vote to approve the agenda was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent none. Motion carried.

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Burns, seconded by Casey, to approve the consent agenda consisting of the following items: Acknowledge receipt of the December 15, 2022 Planning Commission Minutes; Approval of the December 20, 2022 City Council Minutes; Approval of Claims (January 3, 2023 and January 17, 2023); Approve the appointments of David Wees (Ward 5) and Jonathon Jenkins (Ward 2) to the Community Development Block Grant (CDBG) Committee for a three-year term, ending February 2026; and Recommendation to appoint Michelle Adams to the Bellevue Housing Authority to replace Paul Hartnett and serve his remaining term until July 2023.

Roll call vote to approve the consent agenda was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent none. Motion carried.

## **SPECIAL PRESENTATIONS:**

### **Introduction of Omaha Public Power District (OPPD) colleague. (Michaela Valentin - OPPD Gov/Comm Relations Manager)**

Ms. Michaela Valentin, Government and Community Relations Manager with OPPD, mentioned OPPD is expanding their local government affairs team and introduced her new colleague Mr. Dustin Marvel.

Mr. Dustin Marvel provided his career background to the City Council.

## **ORGANIZATIONAL MATTERS:**

### **Approve the Mayoral Appointments (No Action Needed - Appointments approved individually)**

#### **Approving the Mayoral Appointment of City Administrator – Jim Ristow**

**Motion** was made by Welch, seconded by Cook, to approve the Reappointment of City Administrator Jim Ristow.

Councilwoman Welch inquired how the amount of a 2.29% increase was reached. Mayor Hike explained the increase is based on a comparative analysis.

Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent none. Motion carried.

#### **Approval and Authorize the Mayor to sign an amended City Administrator's Contract, to include a 2.29% increase.**

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the amended City Administrator's Contract, to include a 2.29% increase.

Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, January 17, 2023, Page 2

## Approving the Mayoral Appointments – City Clerk: Susan Kluthe

**Motion** was made by Cook, seconded by McCaw, to reappoint Susan Kluthe as City Clerk. Roll call vote on the motion was as follows: Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## Approving the Mayoral Appointments – City Treasurer: Richard Severson

**Motion** was made by Preister, seconded by Welch, to reappoint Richard Severson as City Treasurer. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## Approving the Mayor Appointments – City Engineer, David Goedecken

**Motion** was made by Cook, seconded by Casey, to appoint David Goedecken as City Engineer. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## APPROVED CITIZEN COMMUNICATION: NONE

## LIQUOR LICENSES: NONE

## ORDINANCES FOR ADOPTION: (Third Reading):

### Ordinance No. 4114: An updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to State Statute 48-1203, per voter passage of Nebraska Initiative 433. (HR Director)

Ordinance No. 4114: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4110; and providing for an effective date was read for the final time.

**Motion** was made by Welch, seconded by McCaw, to approve Ordinance No. 4114. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

## ORDINANCES FOR INTRODUCTION (First Reading): NONE

## PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

## RESOLUTIONS:

### Resolution No. 2022-41: A resolution declaring Lots 7 and 8, Old Orchard Place as blighted and substandard and authorize Mayor to sign. Applicant: Excel Development Group. General Location: 1012 Kasper Street. (Planning Manager) (Public Hearing Required)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application.

Mr. Michael Matajka, 10250 Regency Parkway, was present on behalf of Excel Development. He explained Excel Development is an affordable housing developer located in Lincoln, Nebraska. He stated the development on Lots 7 and 8, Old Orchard Place will consist of 18 duplexes. This will allow 36 units of affordable senior living in Phase I of the development. Mr. Matajka explained this project is a direct response due to the flooding in 2019. A large part of the funding for the project is from a community development block grant disaster recovery. He mentioned the statutes outline criteria for the blighted and substandard designation. He advised the property meets the criteria in the following ways: typography/layout out the property, deterioration of the structures and outbuildings, asbestos materials, unsanitary and unsafe conditions, dense vegetation, and lack of storm sewer, sanitary sewer, and public water. In addition, there are no sidewalks along Kasper Street, creating safety issues.

Councilwoman Welch questioned if anyone is currently living on the property. Mr. Matajka replied he believes the residence is occupied. She questioned if they are on a well or septic. Mr. Matajka replied that is his understanding they are.

Councilman Cook questioned if the money from the Nebraska Department of Economic Development has been granted. Mr. Matajka replied from his understanding it has been. Councilman Cook questioned if the amount granted was \$2 million. Mr. Matajka replied that is correct. Councilman Cook questioned if the amount is for both Phase I and Phase II. Mr. Matajka deferred to Mr. Menard.

# MINUTE RECORD

Bellevue City Council Meeting, January 17, 2023, Page 3

Mr. Connor Menard, 8551 Lexington Avenue, Lincoln, advised the project was awarded \$2 million Disaster Recovery (DR) funds for the first phase. Another \$2 million will be awarded for the second phase which will include 18 duplexes/36 units.

Councilman Cook inquired how this development is geared to help people from the flood of 2019.

Mr. Menard explained this was a joint application process with low-income housing tax credit program, NIFA, and Disaster Recovery Funds. DED would not have fund the project if it was not directly correlated. Discussion followed.

Councilman Welch inquired what the square footage of a unit is. Mr. Menard replied 1,300 square feet and a one stall car garage. Discussion followed.

Discussion followed on the subsidized and median rates.

Councilman Preister questioned if any of the neighbors in the area have expressed concerns on the development. Mr. Menard replied there have been no questions. Conversation ensued.

No one else in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by Burns, to approve Resolution No. 2022-41: A resolution declaring Lots 7 and 8, Old Orchard Place as blighted and substandard and authorize Mayor to sign. Applicant: Excel Development Group. General Location: 1012 Kasper Street.

Roll call vote to approve Resolution No. 2022-41 as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign agreement with 4SA to use Aspen Park ballfields beginning 3/10/2023 and ending 7/21/2023, in an amount of not to exceed \$1,200.00. (Public Works Director/Parks Dept.)**

Councilman Burns referred to the tournament scheduled in April. He questioned if the police will be there for any type of enforcement.

Mr. Jim Shada, Park Superintendent, explained he hasn't seen the number of teams playing in the tournament. The city has requested enough time be scheduled between games to prevent congestion.

Chief Ken Clary, Police Chief, stated if there is a perceived need, he can make this area a selective enforcement area. He would just need to know the dates and times of the tournaments.

Councilman Burns questioned what additional amount this contract has cost the city in maintenance of the park. Mr. Shada stated besides the amount mentioned, 4SA also pays a facility usage fee. Between the two amounts it covers the cost for the city to maintain the area. Discussion followed on the usage of the field.

Councilman Burns mentioned there are concerns with the street near the pool extending out to 53<sup>rd</sup> and Arrowrock Street. Mr. Clark explained this is not included in the five-year plan. Discussion followed.

Councilman Preister mentioned he has received concerns with people arriving to the park at 7 a.m. on the weekends. Mr. Shada advised there won't be tournaments played at 7 a.m.

Mr. Jim Ristow, City Administrator, explained this is a public park and people can come into the park early. Discussion followed on upgrades of amenities to the park pending the outcome of the park study.

**Motion** was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign the agreement with 4SA to use Aspen Park ballfields beginning 3/10/2023 and ending 7/21/2023, in an amount not to exceed \$1,200.00.

Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign Amendment to the Professional Services Agreement with Leo A. Daly for the commissioning work for the Bellevue Professional Building located at 2206 Longo Drive, in an amount not to exceed \$10,749.00. (Public Works Director)**

Councilman Cook requested pictures of the renderings of the library be displayed. Mr. Doug Clark, Public Works Director, provided a description of the photos and the phases of the project.

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign Amendment to the Professional Services Agreement with Leo A. Daly for the commissioning work for the Bellevue Professional Building located at 2206 Longo Drive, in an amount not to exceed \$10,749.00.

# MINUTE RECORD

Bellevue City Council Meeting, January 17, 2023, Page 4

Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc. for renovation design to the north shop, in an amount not to exceed \$26,000.00. (Public Works Director)**

Councilman Preister requested clarification on the request in relation to future plans. Mr. Clark explained the shop is in poor condition. This would get one of the buildings in space to provide a better workspace and better amenities for the staff. This would allow for a better workspace until the public works department moves to a better facility.

**Motion** was made by Welch, seconded by Casey, to approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc. for renovation design to the north shop, in an amount not to exceed \$26,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with OPPD to be able to enter city property. (Public Works Director)**

**Motion** was made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with OPPD to be able to enter city property. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign an Agreement with Light Up Bellevue to provide an annual, seasonal light display(s) as a community event, in an amount not to exceed \$35,000.00.(Administration)**

**Motion** by Cook, seconded by Welch, to open this item for Public Hearing. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application.

Councilman Cook questioned what the plans are for the funds they are requesting.

Mr. Steve Knutson, 817 N. 4<sup>th</sup> Street, was present on behalf of Light Up Bellevue. He stated he is not sure at this time. They need to get through this season and have a meeting coming up to discuss their future plans. There has been discussion of extending the lights to American Heroes park once power is installed in the park.

Councilman Cook inquired if they will continue to do fundraisers. Mr. Knutson stated they are going to try to and hope to receive more donations.

Mrs. Colette McKinney, 3118 Annabelle Drive, was present on behalf of Light Up Bellevue. She explained in three years they have been able to expand. Light Up Bellevue has had successful fundraisers and has a QR Code for donations.

Councilman Cook questioned if the council could receive a report on how the funds are being used. Mr. Knutson replied yes. Mrs. McKinney explained their books are available.

Discussion followed on costs affiliated do run the light show.

Councilman Preister mentioned the council was told this would be a one time. Councilwoman Welch commented she believes the intention was to be one time, then COVID happened, delaying fundraising. Mayor Hike mentioned the Eagles Club just had a fundraiser and raised \$4500.00. The more fundraisers they can have, the more it will help.

No one else in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign an Agreement with Light Up Bellevue to provide an annual, seasonal light display(s) as a community event, in an amount not to exceed \$35,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Welch voted yes; voting no: abstain: Burns; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the interdepartmental agreement between the Community Development Block Grant (CDBG) Program and the Planning Department to provide grant funds from the CDBG Community Revitalization Reuse Fund for the development of the Affordable Housing Action Plan, in an amount not to exceed \$38,000.00. (Finance Director/CDBG Program Specialist)**

# MINUTE RECORD

Bellevue City Council Meeting, January 17, 2023, Page 5

**Motion** was made by Cook, seconded by Casey, to approve and authorize the Mayor to sign the interdepartmental agreement between the Community Development Block Grant (CDBG) Program and the Planning Department to provide grant funds from the CDBG Community Revitalization Reuse Fund for the development of the Affordable Housing Action Plan, in an amount not to exceed \$38,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) reflecting a position change for their collective bargaining agreement, dated 10/1/21 to 09/30/25, to include a 3.43% increase in pay. (HR Director)**

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) reflecting a position change for their collective bargaining agreement, dated 10/1/21 to 09/30/25, to include a 3.43% increase in pay. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Purchase Agreement with MacQueen Equipment for a Pierce Impel Pumper and equipment, in an amount not to exceed \$909,450.00. (Fire Chief)**

Councilman Preister requested more information on the request.

Battalion Chief Don Gifford, Fire Department, explained this is replacing thirty-year-old equipment. The item will not be delivered until 2026 due to delays in manufacturing. Due to safety, it is important to get new equipment.

Mr. Ristow stated by placing the order now, there is a twenty-five percent decrease in price.

Councilman Casey inquired what happens to the old equipment. Chief Gifford stated it is sold.

**Motion** was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Purchase Agreement with MacQueen Equipment for a Pierce Impel Pumper and equipment, in an amount not to exceed \$909,450.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Third Amendment to the Purchase Agreement and Escrow Instructions with Redwood USA, LLC. (Administration)**

**Motion** was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign the Third Amendment to the Purchase Agreement and Escrow Instructions with Redwood USA, LLC. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (Administrative Report will be given at February 7<sup>th</sup> Meeting)**

**CLOSED SESSION:** NONE

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:40 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

\_\_\_\_\_  
Susan Kluthe, City Clerk

\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on January 17, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

\_\_\_\_\_  
Susan Kluthe, City Clerk

## MINUTE RECORD

Bellevue Planning Commission Meeting, January 26, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, January 26, 2023 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Ritz, Cutsforth, Ackley, Bennett, Jacobson, and Perrin. Absent were Commissioners Aerni and Sims. Also present was Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide and News and posting in two public places and was also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Cutsforth announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Ackley, seconded by Jacobson, to approve the minutes of the December 15, 2022 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Curry advised there were letters and emails regarding Item 3.a. on the consent agenda and Item 4.d. on the public hearing agenda. She stated copies of those have been given to the Commissioners.

Motion was made by Bennett, seconded by Perrin, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Dustin Marvel, Government & Community Relations Strategist (Public Affairs) for Omaha Public Power District introduced himself to the Planning Commission.

Cutsforth explained the public hearing procedures.

The following item was on the Consent Agenda:

Item 3.a. Request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RD-60 for the purpose of residential development, and small subdivision plat Lots 1 and 2, Compass Hill. Applicant: Habitat for Humanity of Sarpy County. General location: 820 W Avery Rd. Case #'s: Z-2212-13, S-2212-27.

Cutsforth asked staff for updates. Curry stated there were no additional updates but gave a brief overview of the application. She stated the property was recently designated blighted and substandard so this is the next step in development.

Dan Brewer, 1701 N 24<sup>th</sup> Street, Omaha, NE, was present on behalf of Habitat for Humanity. He stated the Reimans who currently own the property have agreed to sell Habitat for Humanity a portion which will be split into two lots. Brewer said the Reimans will maintain their current residence on Lot 1 and Lot 2 will be merged into the Compass Hill project to the north of that lot.

Hankins asked for confirmation that the RD-60 Zoning lot size is 6,000 square feet. Curry stated that is correct.

Ackley stated the letters concerning the roads for this project should be addressed. Curry stated those concerns are not relevant to this application and will be addressed when a preliminary plat is submitted.

There was no one present to speak in favor of, or in opposition to this request. Subsequently, Cutsforth closed the public hearing.

MOTION was made by Jacobson, seconded by Hankins, to recommend APPROVAL of the consent agenda item. APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. Motion carried unanimously.

**Consent Agenda Item 3.a. will proceed to City Council for PUBLIC HEARING ON February 21, 2023.**

# MINUTE RECORD

Bellevue Planning Commission Meeting, January 26, 2023, Page 2

PUBLIC HEARING was held on a request to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, for the purpose of multi-family development, with site plan approval. Applicant: Elevate Lofts, LLC. General location: 400 W. 19th Avenue. Case #: Z-2210-12.

Cutsforth asked staff for updates. Curry stated there were no new submittals for this application so the Planning Department is recommending this item be continued indefinitely.

There was no one present to speak in favor of, or in opposition to this request. Subsequently, Cutsforth closed the public hearing.

MOTION was made by Ackley, seconded by Ritz to continue indefinitely a request to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, for the purpose of multi-family development, with site plan approval. Applicant: Elevate Lofts, LLC. General location: 400 W. 19th Avenue. Case #: Z-2210-12. Upon roll call, all present voted yes. MOTION carried unanimously.

PUBLIC HEARING was held to approve the Redevelopment Plan for Lot 2, Heere and Theere Addition. Applicant: Heere, Theere & Everywhere, LLC. General location: 2306 Lincoln Rd. Case #: ECD-60.

Cutsforth asked staff for updates. Curry stated an error in one of the calculations has been corrected in the submitted plan.

Robbie Ryan, 14006 Charles Street, Omaha, NE, was present on behalf of the applicant. He stated the proposal is for Lot 2, Heere and Theere Addition. Ryan said the proposal is for 25 units, 9 over-under duplexes, which are handicap accessible on the first floor. He stated this is a great plan for missing middle housing.

There was no one present to speak in favor of, or in opposition to this request. Subsequently, Cutsforth closed the public hearing.

Jacobson asked for an explanation of the proposed missing middle housing. Ryan stated this project would cost approximately \$1.33 per square foot for the one bedroom and \$1.17 per square foot for the two bedrooms. He said that would allow for roughly \$1,000.00 rent for the one bedroom and under \$1,200.00 for the two bedrooms. Ryan stated that meets 80% to 120% of the AMI (Average medium income). Jacobson asked if this fills the gap between single family housing and high-rise apartments. Ryan stated that it does.

Jacobson asked staff if the metro area and Bellevue have identified missing middle housing as a priority. Curry stated they have.

Ritz inquired what was the driving factor for the TIF (Tax Increment Financing). Ryan stated the underground utilities will have to be brought in from the south or across the street and that is expensive. He said TIF eligible expenses are demo, site work, utilities, and professional fees. Ritz stated TIF is for development that could not be developed economically without TIF. Discussion ensued regarding costs related to the project. Ritz stated the plan shows a profit for the developer. Ryan stated this is a for profit project and without the TIF there is no profit.

Ritz asked staff if there were safeguards in place to confirm the expenses for the TIF are verified. Curry stated there have been more TIF requests but she is not aware of any safeguards for expense verification. Ryan stated there has only been one TIF fail in 30 years in the state of Nebraska. He stated they have a 15 year note from the city which is amortized over 13- and one-half years. Ryan stated developers do not want to apply for too much because if they don't generate enough taxes it has to be paid back so developers try to be conservative.

MOTION was made by Ritz, seconded by Hankins to recommend APPROVAL of a request to approve the Redevelopment Plan for Lot 2, Heere and Theere Addition. Applicant: Heere, Theere & Everywhere, LLC. General location: 2306 Lincoln Rd. Case #: ECD-60. APPROVAL based upon conformance with the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along Lincoln Road. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON February 21, 2023.**

# MINUTE RECORD

Bellevue Planning Commission Meeting, January 26, 2023, Page 3

PUBLIC HEARING on a request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of a church in an existing commercial building. Applicant: The Glory Tabernacle Inc. General location: 1620 Wilshire Dr., Ste. 103. Case #: CUP-2212-06.

Cutsforth asked staff for updates. Curry stated there were no updates but gave a brief overview of the request. She stated the request is for a church in an existing commercial building located at 1620 Wilshire Drive. Curry stated services will be held at 10:30 a.m. on Sunday and bible study on Wednesday at 6:30 p.m. so the services will not interfere with parking during normal business hours of the building.

Pastor Clifton Hobbs III, 2910 Sheridan Road, Bellevue, NE, was present on behalf of the applicant.

There was no one else present to speak in favor of, or in opposition to this request. Subsequently, Cutsforth closed the public hearing.

Hankins stated the owner Jerry Teeter notified other tenants regarding this matter and there were no concerns.

MOTION was made by Jacobson, seconded by Bennett to recommend APPROVAL of a request for a conditional use permit for Lot 1, Tiller's 5th Addition, for the purpose of a church in an existing commercial building. Applicant: The Glory Tabernacle Inc. General location: 1620 Wilshire Dr., Ste. 103. Case #: CUP-2212-06. APPROVAL based upon conformance with Section 6.06 of the Zoning Ordinance, as well as lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON February 21, 2023.**

PUBLIC HEARING on a request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Applicant: New Cingular Wireless PCS, LLC. General location: 1220 Bellevue Blvd. S. Case #: CUP-2212-07.

Jacobson stated he attends the First Presbyterian Church but has had no conversations with church staff or the applicant involved in the next item on the agenda. He said he believes he can be impartial in the discussion and voting of this item.

Cutsforth asked staff for updates. Curry stated an email was received from Ed Conoan, 1209 Bellevue Blvd. S., regarding questions for this application. She said this request is for a conditional use permit for 165' monopole located on the south parking lot.

Steve Ward, 15 Park Place, Swanson, IL, was present on behalf of the applicant. He stated the request is for 165' monopole to serve AT & T. He said the site will be designed for multi-users which would hold three to four different carriers. Ward stated they meet all the conditions of the city ordinance. He said the city had asked for the FAA (Federal Aviation Administration) Determination of No Hazard and that is in process. Ward said the city also asked for opaque fencing so they will be working with the church on the fencing and landscaping.

There was no one else present to speak in favor of, or in opposition to this request. Subsequently, Cutsforth closed the public hearing.

Ackley stated some of the poles constructed in recent years have had the pole built into the tower of the church. He asked if that was a possibility for this pole. Ward stated because of the height it would not fit into the steeple or the architecture of this church. Discussion ensued regarding towers in Bellevue.

Ritz asked Ward to address the questions sent in by Mr. Conoan. Ward said the first question was about the level of exposure and if it is safe to be located near a preschool. He stated the cell phone you use every day has a lot more risk than the tower itself. He said typically towers do not tip over and fall out of their foundation. Ward said there is a weak point within the tower but the failure point is at the halfway point and that is the reason for the 80' fall zone. He stated any power lines in the area are approximately 90 feet away so if the tower failed it would not damage those lines. Ward stated a soil exploration will be done to confirm that the site is suitable for the tower. He said typically they will bore past any fill to get to good dirt or bedrock. Ward stated with regards to the sidewalk waiver he feels that Tammi Palm has already addressed that issue with Mr. Conoan in a prior email.

# MINUTE RECORD

Bellevue Planning Commission Meeting, January 26, 2023, Page 4

Curry stated the area is zoned RD-60 (duplex residential – 6,000 square foot zone) the current setback is a 5' side yard and this tower will have an 80' side yard setback. She said there are no concerns for the neighboring properties. Discussion ensued regarding neighboring properties.

Ritz asked for confirmation that Offutt Airforce Base had reviewed this proposal. Curry stated Offutt had looked at it and had no concerns. Ward stated when the FAA review is final a copy will be provided to the city and any recommendations will be followed in the construction of the tower.

MOTION was made by Ritz, seconded by Ackley to recommend APPROVAL of a request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Applicant: New Cingular Wireless PCS, LLC. General location: 1220 Bellevue Blvd. S. Case #: CUP-2212-07. APPROVAL based upon conformance with Section 6.06 of the Zoning Ordinance, as well as lack of perceived negative impact to the surrounding area; contingent upon receipt of the determination of no hazard from the FAA. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON February 21, 2023.**

Meeting adjourned at 6:46 p.m.



Dianna Van Horn  
Planning Secretary

# MINUTE RECORD

\*6.  
2/7/2023

## CLAIMS FOR FEBRUARY 7, 2023

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### MAYOR

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	185.17
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	12.95
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR 2023 CONFERENCE	447.00
		<hr/>
		\$ 645.12

### CITY ADMINISTRATION

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	370.34
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	410.97
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/20-2023/1/19	67.23
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	25.05
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	4,883.31
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR 2023 CONFERENCE	894.00
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/04 MONTHLY SERVICE	33.66
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	251.61
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	90.72
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	43.49
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	81.14
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		\$ 7,151.52

### CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE - 2023/01	59.99
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	81.04
		<hr/>
		\$ 141.03

### LEGAL

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	370.34
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	72.52
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	25.47
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	2,476.88
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR 2023 CONFERENCE	447.00
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	44.40
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	30.77
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	49.04
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		\$ 3,576.90

### CABLE ADVISORY

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	185.17
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	362.62
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	8.63
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	4,077.78
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/04 MONTHLY SERVICE	25.24
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	222.01
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	24.96
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	31.84
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		\$ 4,998.73

### CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	MODEL ORDINANCE SUBSCRIPTION	399.00
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	628.55
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/9-2023/1/8	11.91
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	12.95

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

PAGE 2

### CITY CLERK (cont'd)

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	2,032.26
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/04 MONTHLY SERVICE	43.75
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	384.81
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	24.49
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	31.20
SARPY COUNTY ELECTION COMMISSION	GENERAL ELECTION COST	16,622.25
SOUTHEAST AREA CLERKS' ASSOCIATION	2023 MEMBERSHIP DUES-KLUTHE, HARBIN	20.00
TRISTAR	WORK COMP FUNDING DECEMBER 2022	2,833.67
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		\$ 23,105.32

### FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	370.34
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	531.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/21-2023/1/20	100.73
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	62.73
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	5,225.88
INDOFF, INC	COPY PAPER	539.90
LEAGUE OF NEBRASKA MUNICIPALITIES	REGISTRATIONS FOR 2023 CONFERENCE	447.00
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/04 MONTHLY SERVICE	37.02
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	325.61
QUADIENT FINANCE USA, INC	2022/12/08 POSTAGE REFILL ACCT 8000 6557	2,500.00
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	211.68
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	81.64
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	123.64
		<hr/>
		\$ 10,558.02

### LIBRARY

BELLEVUE LEADER	RENEW SUBSCRIPTION 2023/1/4-2024/1/3	82.99
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	1,274.58
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/30-2022/12/30	222.43
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	43.16
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	107.39
DEMCO	BOOK SUPPLIES	591.32
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	6,801.81
INGRAM LIBRARY SERVICES	BOOKS	4,665.54
LEO A DALY COMPANY	BPW- 210311 LIBRARY RENOVATION THRU 2023/1/13	43,421.87
METROPOLITAN UTILITIES DIST	2022/12/06-2023/01/06 MONTHLY SERVICE	104.37
QUADIENT FINANCE USA, INC	2022/12/16 POSTAGE REFILL	600.00
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	241.92
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	82.90
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	101.70
SIRSI CORPORATION	ANNUAL RENEWAL 2023/4/1-2024/3/31	21,300.75
TEAM SOFTWARE SOLUTIONS	PUBLIC WEB BROWSER RENEWAL-2 YEARS	250.00
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		\$ 79,982.61

### ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	555.51
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	410.97
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	60.31
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	13,319.80
HUMAN RESOURCE ASSOC OF THE MIDLANDS	MEMBERSHIP DUES-DECKER	110.00

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### ADMINISTRATIVE SERVICES/PERSONNEL (cont'd)

IDEAL PURE WATER COMPANY	BOTTLED WATER	54.50
JOAN HULL	REIMB FOR PHONE CASE	30.44
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/04 MONTHLY SERVICE	28.61
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	251.61
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	241.92
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	92.00
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	113.25
UKG INC	YEAR END PRINTING SERVICES	5.00
		\$ 15,273.92

### CODE ENFORCEMENT

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	1,726.65
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	109.80
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/10-2023/1/9	41.47
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	25.37
CLAYTON GRUHN	TREE REMOVAL-2305 CLAY ST	495.00
CLAYTON GRUHN	TREE CLEANUP-2533 JACKSON ST	195.00
DARRYL KUHLMAN	REIMB FOR TRAINING FEE	95.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	8,146.70
METROPOLITAN UTILITIES DIST	2022/12/03-01/05 MONTHLY SERVICE	7.17
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	108.32
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	181.44
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	68.77
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	84.85
		\$ 11,285.54

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-210414 ANNUAL REPORTS 2022/9/26-2023/1/15	1,524.50
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL 2022/11/21-2022/12/18	16,189.63
ALFRED BENESCH & COMPANY	BPW-220915 LAKEWOOD SID 2022/11/21-2022/12/18	1,070.00
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	1,381.32
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	184.39
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	51.79
DELL MARKETING L.P.	COMPUTERS FOR PUBLIC WORKS	2,553.70
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	7,881.45
HOTEL AND LEISURE ADVISORS, LLC	BPW-210921-CONSULTING INDOOR WATERPARK	12,500.00
METROPOLITAN UTILITIES DIST	2022/12/03-01/05 MONTHLY SERVICE	12.04
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	5,849.69
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	181.91
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	211.68
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	72.38
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	101.39
		\$ 49,765.87

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	646.00
ARTISTIC SIGN & DESIGN	LOOP TRAIL RULES SIGNS	760.00
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	270.33
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	1,580.45
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	38.84
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	214.78
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	8,496.58
MENARDS	PAINT, TOOLS, TRANSMITTER, TUBE	253.00

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### PARKS (cont'd)

METROPOLITAN UTILITIES DIST	2022/12/03-01/04 MONTHLY SERVICE	1,710.13
NATIONAL AUTO FLEET GROUP	FORD F350 CREW CAB TRUCK	49,466.70
NEBRASKA IOWA INDUSTRIAL FASTENERS	CARRIAGE BOLTS, NUTS	277.31
PRECISE MRM LLC	FLAT DATA PLAN	325.00
READY MIXED CONCRETE COMPANY	CONCRETE-WASHINGTON PARK+C247	454.46
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	302.40
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	97.18
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	112.80
		<b>\$ 65,005.96</b>

### RECREATION

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	370.34
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/11-2023/1/10	8.89
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	54.52
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	88.39
DAY ELECTRIC	LIGHT REPAIR ON POLES	4,531.42
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	2,660.65
INDOFF, INC	COPY PAPER	31.46
METROPOLITAN UTILITIES DIST	2022/12/06-2023/01/06 MONTHLY SERVICE	96.63
OFFUTT COLLISION REPAIR CENTER	AUTO LIABILITY CLAIM	2,882.22
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	60.48
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	27.16
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	36.45
WESTLAKE ACE HARDWARE	SUPPLIES	12.57
		<b>\$ 10,861.18</b>

### FACILITY MAINTENANCE

AE SUPPLY	CENTURY MOTOR-SW STREET SHOP	572.00
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	825.82
BIG RED LOCKSMITHS	ENTRY LEVER-WASTEWATER	175.00
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	4,965.37
CARPENTER PAPER CO	JANITORIAL SUPPLIES	684.21
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	4.32
CODY PEST MANAGEMENT	PEST CONTROL-JAN/DEC 2022-SENIOR CENTER, REED CENTER, BENSON DR, DIST 3, DIST 2, DIST 1, DIST 4	1,649.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	11,964.31
FEDERAL EXPRESS	FREIGHT	77.00
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES-PD, STREET, DIST 2	1,348.88
FILTER SHOP	PLEATED FILTERS	446.21
FIRE PROTECTION SERVICES, LLC	SERVICE CALL-PD BLDG	525.00
GALVIN GLASS	WINDOW-1912 HANCOCK ST	325.33
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-FLEET	1,587.98
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	145.11
MENARDS	WORKLIGHT, J-HOOK, HOOK CLEVIS, REBAR, DRILL BITS, ICE MELT, BATTEREIS, SUPPLIES	1,059.16
METROPOLITAN UTILITIES DIST	2022/12/06-2023/01/05 MONTHLY SERVICE	374.44
OMAHA DOOR & WINDOW COMPANY	REPLACE FRAME DOOR-DIST 3	4,432.83
OVERHEAD DOOR COMPANY	GARAGE OPENER-DIST 4, ADJ COUPLER	2,393.95
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	272.16
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	81.80
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	93.45
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING-JAN 2023	405.60
STANDARD HEATING & A/C	REPLACE COLLECTOR PLATE AND TRAP-GOLDENROD	532.69
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,544.79
TITANIUM FIRE SPRINKLER COMPANY	FIRE SPRINKLER INSPECTION-FLEET	3,300.00
WESTLAKE ACE HARDWARE	PAINT SUPPLIES, DOOR STOP	85.09
		<b>\$ 40,871.50</b>

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### CEMETERY

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	185.17
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	36.10
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	4.32
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	3,802.23
METROPOLITAN UTILITIES DIST	2022/12/06-2023/01/06 MONTHLY SERVICE	90.51
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	141.52
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	27.48
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	32.17
WESTLAKE ACE HARDWARE	ORANGE LINE	37.00
		\$ 4,439.89

### STREETS

ALFRED BENESCH & COMPANY	BPW-220104 CONCRETE PROJ 2022/12/19-2023/1/15	662.10
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 20 22/12/19-2023/1/15	23,066.62
ALFRED BENESCH & COMPANY	BPW-220104 CONCRETE PROJ 2022/11/21-2022/12/18	3,227.89
ALFRED BENESCH & COMPANY	BPW-171101 PROF SERVICES 2022/11/21-2022/12/18	486.00
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2022/11/21-2022/12/18	10,085.30
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2022/11/21-2023/1/15	7,941.89
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	925.85
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	4,689.08
BRENT LUDWIG	REIMB MILEAGE FOR TRAINING, CDL LICENSE	712.31
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/12-2023/1/11	9.73
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	38.84
CITY OF OMAHA	TRAFFIC SIGNAL MAINTENANCE-36TH ST	1,147.50
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	BPW-220107 GALVIN INTERSECTION THRU 2023/1/20	32,220.00
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	274.17
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	41,077.79
FELSBURG HOLT & ULLEVIG, INC	BPW-191017 36TH ST PRELIM DESIGN 2022/1/22-2022/12/31	10,202.50
HDR ENGINEERING, INC	SMART PLANNING GRANT APP	26,751.00
HGM ASSOCIATES INC	BPW-211224 BRIDGE REPAIR-HARLAN THRU 2023/1/15	15,238.86
HGM ASSOCIATES INC	BPW-221019 PED BRIDGE-GALVIN THRU 2023/1/15	3,290.88
HOLLAND BASHAM ARCHITECTS, INC	BPW-220813-ARCHITECT DRAWINGS -OLDE TOWNE THRU 2023/1/6	892.50
INDEPENDENT SALT CO	ICE CONTROL SALT	6,248.90
KATHLEEN A (SCHUTZ) KAISER	ADD'L EASEMENT PAYMENT TO REPAIR FENCE	372.77
MENARDS	PAINT, POST MOUNT, ELEC TAPE, TARP STRAPS	274.06
METROPOLITAN COMMUNITY COLLEGE	REGISTRATION DSL-LUDWIG	401.50
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/05 MONTHLY SERVICE	1,382.70
MID-AMERICAN SIGNAL	SIGNAL CABINET 370TH & 36TH, BATTERY BACKUP	27,693.00
NEWMAN SIGNS	STOP SIGNS	3,636.00
OLSSON ASSOCIATES	TRAFFIC SIGNAL TIMING-36TH ST THRU DEC 2022	5,960.00
OMAHA PUBLIC POWER DISTRICT	2022/11/30 - 2023/01/11 MONTHLY SERVICE	1,338.08
OMNI ENGINEERING	ASPHALT	1,314.25
PRECISE MRM LLC	FLAT DATA PLAN	1,300.00
READY MIXED CONCRETE COMPANY	CONCRETE	9,621.64
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	1,028.16
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	283.70
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	344.12
TRISTAR	WORK COMP FUNDING DECEMBER 2022	1,208.21
WESTLAKE ACE HARDWARE	SUPPLIES	36.06
		\$ 245,383.96

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### FLEET MAINTENANCE

911 CUSTOM, LLC	TRAFFIC ADVISOR CABLE, GUN LOCKS, MOUNTAIN KITS	4,043.90
ALLIED OIL & SUPPLY COMPANY	BULK OIL	1,180.73
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	185.17
AUTO VALUE PARTS - SOUTH OMAHA	PIPE EXTENSIONS, MUFFLERS, STABILIZER BAR, BELT TENSIONER	506.28
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, PLASTIC SCRAPERS, TAPE	896.83
BAUER BUILT TIRE & SERVICE	TIRES, SERVICE CALL	4,096.70
BAXTER FORD	ELEMENT, SENSOR, SEAT BELTS	461.24
BEARDMORE CHEVROLET	SOLENOID	79.65
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	3,143.38
BLIZZARD BOYS LLC	ISOLATION MODULE	180.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/20-2023/1/19	77.03
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	30.21
CERTIFIED LABORATORIES	AEROSOL	201.45
CORNHUSKER INTERNATIONAL TRUCKS	ENGINE WORK ON ST 149, FLEXIBLE HOSE, HEAT CLAMP, ANTENNA, SPRING	22,575.34
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	FUEL PUMP TRANSFER, BREATHER HOSE	897.80
DAVE LAMBSON	SALE OF SNAP ON PULLER SET	1,500.00
DXP ENTERPRISES, INC	RUST INHIBITOR, LUBRICANT	625.98
EDWARDS CHRYSLER DODGE JEEP RAM	HANDLE, VAPOR SEAL	33.11
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	26,546.49
FACTORY MOTOR PARTS CO	COMPRESSOR ASSEMBLY, IGNITION COIL, COOLING MOTOR	689.98
FARM PLAN	STARTER MOTOR KIT, PIN, LUG	827.94
GRAINGER	TERMINAL STRIP, FUSES, PARTS	97.41
HOSE & HANDLING, INC	VACUUM HOSE	21.44
IDEAL PURE WATER COMPANY	BOTTLED WATER	67.00
INLAND TRUCK PARTS CO	BRAKE HOSE	13.36
INTERSTATE BATTERIES	BATTERIES	553.22
KRIHA FLUID POWER CO	MOUNT GAUGE, CLAMP, PIPES, FITTINGS	226.05
LIONS AUTOMOTIVE, INC	SEAT COVER REPAIR-CE2	290.00
LOGAN CONTRACTORS SUPPLY	FILLER ASSEMBLY CAP	65.31
MACQUEEN EQUIPMENT, LLC	MIRROR, LIGHTS, DOOR HANDLE, DOOR CABLE, SWITCHES	2,022.20
MATHESON TRI-GAS INC	WELDING SUPPLIES	717.07
MENARDS	SUPPLIES, BUSHINGS, GREASE, TOTES, FITTINGS, CLEANING SUPPLIES	389.23
METROPOLITAN UTILITIES DIST	2022/12/03-2023/01/05 MONTHLY SERVICE	121.72
MILLARD METAL SERVICES	CARBON STEEL FOR SNOW PLOWS	3,279.00
NAPA AUTO PARTS	PARTS WASHER PROBE, FITTINGS, BRAKE LIGHTS, DRILL BITS, FILTERS, VALVES, CLAMPS	1,380.60
NEBRASKA IOWA INDUSTRIAL FASTENERS	FENDER WASHERS, LOCK NUTS, CONNECTORS, TY-RAP	1,866.75
OMAHA GLASS PRO LLC	WINDSHIELD VISOR, TINT WINDOWS	112.50
OMAHA TRUCK CENTER	TUBE	135.78
O'REILLY AUTOMOTIVE PARTS	SWITCH	29.60
PAUL LUCHT & SONS, INC	FRAME ALIGNMENT-TRUCK 21	895.90
POWERPLAN	WASHER, SNAP RINGS, GROMMETS	121.19
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	402.80
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	163.59
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	202.94
SUPERIOR SIGNALS	BUSHING WEDGE	59.40
SWAN ENGINEERING, LLC	TARP TIES	14.40
TERMINAL SUPPLY CO	TERMINALS AND CRIMPERS	736.78
TOOL SHED OF OMAHA	AIR DIE GRINDER, HAMMER DRILL, HOUSING	446.70
TOYNE, INC	GAUGE FOR DISCHARGE	682.15
TOYS FOR TRUCKS, INC	FLOOR MATS-PO713	109.00
TRUCK CENTER COMPANIES-OMAHA	PANEL	107.48

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### FLEET MAINTENANCE (cont'd)

TY'S OUTDOOR POWER & SERVICE	THERMOSTAT, GASKET	60.02
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	377.27
WATEROUS COMPANY	DRAIN VALVE SUB ASSEMBLY	1,058.64
WAYTEK, INC	RELAY TERMINALS	53.09
WELDON PARTS INC	BRAKE HOSES	26.61
		<b>\$ 85,792.80</b>

### SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	887.95
PAPILLION SANITATION	TRASH HAULING FEES-DEC 2022	332,737.21
		<b>\$ 333,625.16</b>

### PLANNING

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	185.17
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	166.79
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/18-2023/1/17	56.75
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	12.95
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	2,832.71
J P COOKE COMPANY	RECEIVED STAMP	78.70
METROPOLITAN UTILITIES DIST	2022/12/03-01/05 MONTHLY SERVICE	10.89
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	164.54
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	39.92
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	35.64
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	45.34
		<b>\$ 3,629.40</b>

### PERMITS & INSPECTIONS

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	1,111.02
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	222.84
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	21.58
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	11,880.34
J P COOKE COMPANY	STAMPS	188.70
METROPOLITAN UTILITIES DIST	2022/12/03-01/05 MONTHLY SERVICE	14.55
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	219.85
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	241.92
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	88.55
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	112.08
		<b>\$ 14,101.43</b>

### POLICE

911 CUSTOM, LLC	WHITE SMOKE TRIPLE CANISTERS	943.28
ABM SUPPLY	GASKETS FOR GAS MASKS	35.00
ALL MAKES OFFICE EQUIPMENT CO	OFFICE FURNITURE FOR DIVISION CMD	4,961.00
AMAZON WEB SERVICES, INC	AMAZON WEB SERVICES-DEC 2022	422.48
A-RELIEF SERVICES	PORTABLE RESTROOM-GUN RANGE	128.00
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	16,490.66
AUTO BODY AUTHORITY	TOW CHARGE, STORAGE-UNIT 705	600.00
BENEFIT PLANS	POLICE PENSION PLAN- JAN 2023 MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	3,949.14
BROWNELLS	GUN CLEANING SUPPLIES	61.98
CANTH AWARDS	SHOULDER PATCHES FOR RDF UNIFORMS	500.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/12/17-2023/1/16	315.73
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	369.76
CITY OF LAVISTA	TUITIONS, MANUALS-FLANAGAN, SHOOK	3,186.00

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### POLICE (cont'd)

CLYDE ARMORY	OPTIC LENS CLEANER	685.00
CONNER PSYCHOLOGICAL SERVICES PC	FITNESS FOR DUTY	1,200.00
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	561.99
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATIONS	50.00
CULLIGAN OF OMAHA	BOTTLED WATER 2023/1/1-2023/1/31	412.15
DETECTACHEM, INC	EVIDENCE COLLECTION SUPPLIES	1,348.68
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	139,285.42
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - JAN 2023	557.32
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN	1,250.00
GABRIELLE ZALESKI	REIMB FOR UNIFORM PANTS	139.10
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	400.00
GOVDIRECT, INC	TOUGHBOOKS, BATTERY	4,163.62
GREAT PLAINS UNIFORMS	TACTICAL GEAR	1,441.47
ICE MILLER, LLP	PROFESSIONAL SERVICES	16,109.55
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
INTELLIGENT VIDEO SOLUTIONS	REPLACE CAMERA	695.00
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	MEMBERSHIP DUES-HOFFMAN	65.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP DUES-STROEHER	190.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	87.29
JORDAN SPENCER	REIMB FOR SUPPLIES	61.75
LAWLOR'S CUSTOM SPORTWEAR	ACADEMY UNIFORMS-RECRUITS	278.00
L-TRON CORP	BARCODE SCANNER CABLES	473.20
MATRIX BUSINESS SYSTEMS INC	NEW BROTHER PRINTER FOR EVIDENCE	905.00
METROPOLITAN UTILITIES DIST	2022/12/03-01/05 MONTHLY SERVICE	257.88
MOTOROLA SOLUTIONS, INC	RADIO MULTIKEY OPERATIONS	4,003.20
OFFUTT COLLISION REPAIR CENTER	CRUISER REAIR-UNIT 635	469.20
OMAHA PUBLIC POWER DISTRICT	2022/12/08 - 2023/01/11 MONTHLY SERVICE	3,896.03
OPTIMAL TRAINING AND EQUIPMENT LLC	VOLTAGE EMITTER GLOVES	4,485.00
PCAN -NEBRASKA	MEMBERSHIP DUES-CLARY, JASHINSKE	150.00
QUE-TEL CORPORATION	UPGRADE EVIDENCE SOFTWARE	11,465.12
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	3,952.96
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	977.16
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	2,027.76
ROGER'S TOWING	TOW CHARGE, STORAGE	339.00
ROLLING ACRES COMPLEX	EVIDENCE INCINERATION	255.00
SAMANTHA SPACHER	REIMB FOR COAT	159.97
SECURE-IDLE, INC	CRUISER ANTI-THEFT DEVICES	1,263.79
SHARP IMAGE INC	WINDOW TINTING-EXPLORER	191.00
SIG SAUER, INC	REPLACEMENT PARTS	267.50
SMITH DAVIS INSURANCE INC	SURETY BOND-MARKVE	40.00
THE LETS CORP	ANNUAL LICENSE 2022/2/1-2023/2/1	2,685.00
TRISTAR	WORK COMP FUNDING DECEMBER 2022	22,643.73
U.S. CELLULAR	2023/01/04-02/03 MONTHLY SERVICE	355.84
UPS STORE	SHIPPING CHARGES	14.27
USIQ OPTICS PLANET, INC	COVERED CUFF CASE	151.44
VERIZON WIRELESS	2022/11/24-12/23 MONTHLY SERVICE	2,199.22
		\$ 273,480.20

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	616.50
AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	7,514.20
BLACK HILLS ENERGY	2022/11/30-12/30 MONTHLY SERVICE	3,602.16
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,968.08
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	109.99

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### FIRE & RESCUE (cont'd)

COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	214.78
CREIGHTON EMS EDUCATION	PALS CARDS	125.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	97,122.53
GREAT PLAINS UNIFORMS	UNIFORMS-25 EMP	5,567.30
HORWATH LAUNDRY EQUIPMENT	WASHER REPAIR-DIST 2	557.59
INTERSTATE POWER SYSTEMS, INC	CREDIT-GENERATOR MAINTENANCE	(299.23)
J.D. CASEY CO	CAR WASH SOAP	153.28
JAMES HAHN	REIMB FOR SERVICE	78.93
MACQUEEN EQUIPMENT, LLC	PIERCE IMPEL PUMPER	669,250.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	382.24
MARKING REFRIGERATION, INC	REPAIR ICE MACHINE-DIST 3, TRNG SITE	1,170.90
MENARDS	SPONGES, METAL POLISHER, LUMBER, CLEANING SUPPLIES	342.04
METROPOLITAN UTILITIES DIST	2022/12/03-01/04 MONTHLY SERVICE	8,636.62
NEBRASKA FURNITURE MART	MICROWAVES	605.99
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	2,630.88
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	743.40
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	1,258.03
SANDRY FIRE SUPPLY, LLC	HELMET REPAIRS	60.00
STERICYCLE	DOCUMENT SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	510.02
TRISTAR	WORK COMP FUNDING DECEMBER 2022	1,699.80
WESTLAKE ACE HARDWARE	WINDSHIELD DE-ICER	13.18
ZOLL DATA SYSTEMS INC	FRMS & RMS BILLING	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,130.20
		<b>\$ 808,013.41</b>

### NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	CDBG CONSULTANT-NOV/DEC 2022	322.00
AT&T MOBILITY	CREDIT FOR TRADE IN OF OLD PHONES	(32,013.75)
CENTURY LINK	2022/12/04-2023/01/03 MONTHLY SERVICE	1,153.93
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	281.98
FORVIS, LLP	PROGRESS BILLING FOR AUDIT AS OF SEP 30, 2022	35,000.00
HEARTLAND MARKETING & COMMUNICATIONS	HOLIDAY LIGHTS CAMPAIGN	7,711.90
HUB INTERNATIONAL GREAT PLAINS	2022 GASB 75 ACTUARIAL VALUATION OPEB	6,450.00
LOCKTON COMPANIES, LLC	EMPLOYEE WELLNESS NURSE ADVOCATE	1,875.00
NE-DEPARTMENT OF REVENUE	2022/12 SALES TAX	26.35
PM AM CORPORATION	ALARM FEES - DEC 2022	2,520.00
QUADIANT FINANCE USA, INC	POSTAGE SUPPLIES	154.85
QUADIANT, INC	POSTAGE METER LEASES 2023/2/5-2023/5/4	270.00
		<b>\$ 23,752.26</b>

### INFORMATION TECHNOLOGY

COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	-
DELL MARKETING L.P.	MONITORS FOR IT	1,642.74
FIRST WIRELESS, INC	RADIO MAINTENANCE	1,919.40
MENARDS	CABLE RING, POWER STRIP	24.16
MNJ TECHNOLOGIES DIRECT, INC	FAST TRACK SOFTWARE	3,768.00
MOTOROLA SOLUTIONS, INC	ASST HARDWARE, CARRY ACCESSORIES, BATTERIES,	2,076.58
ONE CALL CONCEPTS	LOCATES-DEC 2022	10.56
TJ CABLE	LOCATES-MAY 2022 AND DEC 2022	400.00
		<b>\$ 9,841.44</b>

### 2206 LONGO DR - NEW LIBRARY

MMC MECHANICAL CONTRACTORS, INC	EQUIPMENT EVALUATION-2206 LONGO DR	469.00
		<b>\$ 469.00</b>

# MINUTE RECORD

## CLAIMS FOR FEBRUARY 7, 2023

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### WASTEWATER

AT&T MOBILITY	2022/08/22-12/22 MONTHLY SERVICE	2,669.54
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/11/9-2022/12/8	45.42
CENTURY LINK	2022/12/22-2023/01/21 MONTHLY SERVICE	493.73
CITY OF OMAHA	SEWER FEES-OCT 2022	531,866.17
CITY OF OMAHA	SEWER FEES-NOV 2022	524,030.62
COX BUSINESS SERVICES	2023/01/01-31 MONTHLY SERVICE	303.39
ELECTRIC PUMP	SERVICE AGREEMENT-INSPECTION	990.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-JAN 2023	19,294.70
ES LIFT STATION MAINTENANCE CONSULTING	ALARM CHECKS, AUDIT, LIGHT ISSUE	750.00
GRAINGER	MARKING PAINT, GLOVES	359.69
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT 2020/2/2-2022/12/31	2,139.18
HDR ENGINEERING, INC	BPW-190409 SO LIFT STATION 2022/8/28-2022/12/31	3,921.74
HDR ENGINEERING, INC	BPW-201109 SO LIFT STA-PHASE 2 2022/11/27-2022/12/31	4,754.64
HEIMES CORPORATION	BELLEVUE SANITARY 13409 SPENCER	48,673.00
JUDDS BROS CONSTRUCTION CO	BPW-201109 NEW LIFT STATION TO 2022/12/23	198,347.58
MENARDS	BATTERIES, SUPPLIES, KEY CASE, BATTERIES, SHEARS, HOLE DIGGER	381.61
METROPOLITAN UTILITIES DIST	2022/12/03 - 2023/01/05 MONTHLY SERVICE	1,376.39
MID-IOWA SOLID WASTE EQUIPMENT CO	REPAIR JET TRUCK	1,078.54
NAPA AUTO PARTS	SUPPLIES	16.90
READY MIXED CONCRETE COMPANY	CONCRETE	2,805.68
RELIANCE LIFE INSURANCE	DENTAL INSURANCE-DEC 2022	504.40
RELIANCE STANDARD INSURANCE	LIFE INSURANCE-DEC 2022	140.36
RELIANCE STANDARD INSURANCE	LTD INSURANCE-DEC 2022	169.73
TRISTAR	WORK COMP FUNDING DECEMBER 2022	2,180.09
		<b>\$ 1,347,293.10</b>

### COMMUNITY BETTERMENT

BELLEVUE COMMUNITY FOUNDATION	LIGHT UP BELLEVUE	35,000.00
NEBRASKA DEPARTMENT OF REVENUE	QRTLTY LOTTERY TAX 51-C - 2022/12/31Q	53,820.00
		<b>\$ 88,820.00</b>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-DEC 2022	3,802.50
EASTERN NEBRASKA COMMUNITY	ENCAP FOOD DELIVERY PRGM-DEC 2022	1,519.91
		<b>\$ 5,322.41</b>

### FEDERAL FORFEITURES

VERIZON WIRELESS	2022/11/22-12/21 MONTHLY SERVICE	482.94
NORTH AMERICAN RESCUE	MEDICAL SUPPLIES FOR TAC MED BAGS	1,563.52
		<b>\$ 2,046.46</b>

### G.O. BONDS

GILMORE & BELL PC	LEGAL SERVICES-HWY ALLOC, REF BONDS	1,000.00
		<b>\$ 1,000.00</b>

### BELLEVUE MUNICIPAL BUILDING CORP

SARPY COUNTY TREASURER'S OFFICE	2022 TAXES-1410 WALL ST (BAE) 011599958	31,096.62
		<b>\$ 31,096.62</b>

**TOTAL CLAIMS FOR FEBRUARY 7, 2023 \$ 3,601,330.76**

**TOTAL PAYROLL FOR JANUARY 20, 2023 \$ 1,505,259.74**

7a.  
2/7/2023



DATE: January 2023  
TO: Nebraska Mayors and City Managers  
FROM: Choices Treatment Center, Inc. and Creating Family Choices, Inc.  
127 S. 37<sup>th</sup> St, Suite B, Lincoln, NE 68510, (402)-476-2300  
RE: **2023 Proclamation for March Problem Gambling Awareness Month**

In February, the Governor of Nebraska and the Mayor of Lincoln will proclaim March as Problem Gambling Awareness Month.

A copy of a sample proclamation is provided so that your city can also join in showing support of this awareness effort. The purpose of the proclamation is to provide awareness that problem gambling exists. Your city does not have to be for or against gambling, but instead be an advocate for problem gamblers and their families to be made aware of the services available to them to help them overcome their gambling problems.

The Nebraska Gamblers Assistance Program (GAP) offers services to gamblers and their families through GAP certified counselors. These treatment professionals offer a precise treatment plan, after-care programs and educational help for the gambler, the family and anyone else affected by his/her gambling. Funds provided by the lottery and keno pay for treatment – no tax dollars are used!

*We appreciate your past and present help in developing statewide problem gambling awareness!*

**We have provided a sample proclamation - please print it on your city's letterhead and include passage of the proclamation on your next city meeting agenda. If you would like someone associated with our program to come to your meeting when the proclamation is presented for approval, please let us know a minimum of 10 days prior to that meeting date. After passage, please mail or email a copy of the signed proclamation to us. We would like to have them in our office by February 17, 2023, so we can mount them on display boards for viewing at the state capitol, other locations around town and during presentations.**

Please do not hesitate to call **Mike Sciandra at 402-476-2300** with any questions you may have. His e-mail address is [mikesciandrachoiceoneb@gmail.com](mailto:mikesciandrachoiceoneb@gmail.com). Thank you for your time and attention to this matter. We look forward to adding your voice to the concerned communities in Nebraska.

Sincerely,

*Pat Ohmberger*

Pat Ohmberger, President, Creating Family Choices, Inc.

*Deb Hammond*

Deb Hammond, CDGC, Director, Choices Treatment Center, Inc.

DH/MJS

# City of Bellevue Nebraska

Office of the Mayor

## MARCH PROBLEM GAMBLING AWARENESS MONTH

WHEREAS, there are individuals and families in our community adversely affected by problem gambling; and

WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and

WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

WHEREAS, it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

NOW, THEREFORE, I, Rusty Hike, Mayor of Bellevue, Nebraska, do hereby proclaim March 2023, as “**Problem Gambling Awareness Month**” and urge citizens to learn more about the consequences of problem gambling and help available through the Nebraska Gamblers Assistance Program.

Date: 1-31-23

Signed: \_\_\_\_\_

  
Mayor Rusty Hike



7a.  
2/7/2023



DATE: January 2023  
TO: Nebraska Mayors and City Managers  
FROM: Choices Treatment Center, Inc. and Creating Family Choices, Inc.  
127 S. 37<sup>th</sup> St, Suite B, Lincoln, NE 68510, (402)-476-2300  
RE: **2023 Proclamation for March Problem Gambling Awareness Month**

In February, the Governor of Nebraska and the Mayor of Lincoln will proclaim March as Problem Gambling Awareness Month.

A copy of a sample proclamation is provided so that your city can also join in showing support of this awareness effort. The purpose of the proclamation is to provide awareness that problem gambling exists. Your city does not have to be for or against gambling, but instead be an advocate for problem gamblers and their families to be made aware of the services available to them to help them overcome their gambling problems.

The Nebraska Gamblers Assistance Program (GAP) offers services to gamblers and their families through GAP certified counselors. These treatment professionals offer a precise treatment plan, after-care programs and educational help for the gambler, the family and anyone else affected by his/her gambling. Funds provided by the lottery and keno pay for treatment – no tax dollars are used!

*We appreciate your past and present help in developing statewide problem gambling awareness!*

**We have provided a sample proclamation - please print it on your city's letterhead and include passage of the proclamation on your next city meeting agenda. If you would like someone associated with our program to come to your meeting when the proclamation is presented for approval, please let us know a minimum of 10 days prior to that meeting date. After passage, please mail or email a copy of the signed proclamation to us. We would like to have them in our office by February 17, 2023, so we can mount them on display boards for viewing at the state capitol, other locations around town and during presentations.**

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# City of Bellevue Nebraska

Office of the Mayor

## MARCH PROBLEM GAMBLING AWARENESS MONTH

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WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and

WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

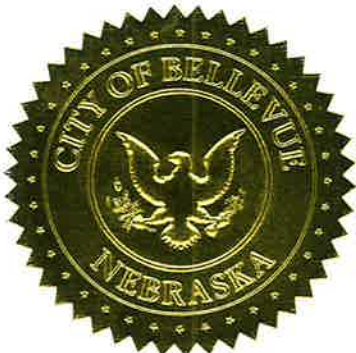
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NOW, THEREFORE, I, Rusty Hike, Mayor of Bellevue, Nebraska, do hereby proclaim March 2023, as “**Problem Gambling Awareness Month**” and urge citizens to learn more about the consequences of problem gambling and help available through the Nebraska Gamblers Assistance Program.

Date: 1-31-23

Signed: \_\_\_\_\_

  
Mayor Rusty Hike



**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

**13a.  
2/7/2023**

COUNCIL MEETING DATE: 02/07/2023	SUBMITTED BY: Administration		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

An Ordinance to Approve the Sale and Conveyance of One Parcel of City Property to Jeffrey Nazeck and to Provide an Effective Date.

**SYNOPSIS/BACKGROUND:**

The City of Bellevue currently owns one vacant lot, legally described as Lot 1 Nazeck Addition. Jeffrey Nazeck desires to enter into a Purchase Agreement with the City for the sale of said parcel for the purchase price of \$10,000.00. The City does not have any reasonable and foreseeable use for the property.

FISCAL IMPACT:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Approve Ordinance 4115 and authorize the Mayor to sign.

**ATTACHMENTS:**

1. Ordinance 4115	2. Purchase Agreement	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures in blue ink over the signature lines]*



**8.2 PURCHASER AGREES TO MAKE APPLICATION FOR FINANCING:** (Continued) If the original loan application is denied, the Purchaser authorizes and instructs the Lender to notify the Purchaser, the Seller and all real estate licensees involved in the transaction, in writing. Upon notification of denial, this Purchase Agreement shall be null and void and the deposit will be refunded to Purchaser unless Seller and Purchaser mutually agree in writing within 5-business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original lender.

9.  **A. SELLER FINANCING:** See attached Seller Financing Addendum

**B. LOAN ASSUMPTION:** See attached Loan Assumption Addendum

**10.1 REAL ESTATE TAXES, PRORATION:** If the Property is located in Douglas or Sarpy County, then all consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and shall be prorated as set forth below. If the Property is located in a county other than Douglas or Sarpy, then all consolidated real estate taxes for the year in which closing takes place shall be prorated as set forth below and shall be based upon the county assessor's valuation at the date of closing and the most recently certified mill levy. Taxes shall be prorated as of the date of closing.

**10.2 GREENBELT TAX RATE:** "Greenbelt" (or as it is formally known "Special Valuation") is defined as agricultural land which may be valued without regard to market influences that cause the value to be inflated to an amount exceeding its agricultural value. Special Valuation allows property owners who wish to continue the agribusiness nature of their Property to do so without the value of their Property being inflated by residential or commercial development. Purchaser understands that the Property's location, its use (whether actual or intended) and Nebraska laws, may subject the Property to tax rates which may not be consistent with the Property's actual or intended use. To this end, it would be in Purchaser's best interest to consult with an attorney regarding taking the necessary steps to ensure a favorable tax rate on the Property. (Purchaser's Initials) \_\_\_\_\_

**11. ADDITIONAL PROVISIONS: (Check all that apply)**

**A. Contingent upon Sale and Closing:** This offer is contingent upon the sale and closing of Purchaser's Property located at \_\_\_\_\_

If such closing does not occur, this offer shall be null and void; the earnest money shall be returned to the Purchaser.

**B. Contingent upon Closing:** This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at \_\_\_\_\_, scheduled to close on \_\_\_\_\_. If such closing does not occur on or before such date, this offer shall be null and void; the earnest money shall be returned to the Purchaser.

**C. OTHER:** Ct  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See Attached Addendum if additional space is needed.

**12. RENTS, DEPOSITS, LEASES AND VENDOR CONTRACTS IF RENTED:** All rents, leases and vendor contracts shall be current at time of closing. All tenant deposits and leases shall be assigned to Purchaser at no cost. Seller shall provide all current leases and vendor contracts to Purchaser within 5 days of acceptance of this offer. Offer contingent upon Purchaser's satisfactory review of all current leases and vendor contracts within 10 days of acceptance of this offer. (Purchaser initials, if applicable): \_\_\_\_\_

**13. SANITARY AND IMPROVEMENT DISTRICT (SID):** Purchaser understands that this property is located within SID # \_\_\_\_\_.

**14. HOMEOWNER'S ASSOCIATION/COVENANTS:** Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, which may be enforced by the homeowner's association or its members. Purchaser may obtain a copy of the covenants from the designated Title and Escrow Company. Seller shall pay all homeowner's and/or neighborhood association assessments levied and due as of closing. Homeowner's or neighborhood association dues shall be prorated to the date of closing. Purchaser shall be responsible for all future homeowner's/neighborhood association dues, if any.

15. **TITLE INSURANCE:** Seller shall, through Seller's Agent or Closing Agent, furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Purchaser may rescind this Agreement and the deposit shall be refunded. The Real Estate Settlement Procedures Act ("RESPA") 14 U.S.C. 2601 et.seq. and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company.

According to the Purchaser's rights under RESP A, Purchaser hereby directs title insurance work to \_\_\_\_\_ or  \_\_\_\_\_ Purchaser hereby selects Basic Title Insurance Coverage\*. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller. Any questions involving title insurance coverage should be directed to your Title Insurance Agent.

\*Expanded Title Insurance is not used for vacant land or new construction. Purchaser can however, at their choosing, purchase an owner's policy from the title insurance provider.

16. **ESCROW CLOSING:** Purchaser and Seller acknowledge and understand that the closing of the sale will be handled by an Escrow Agent. The charge for the escrow closing shall be equally divided between Purchaser and Seller. Purchaser selects  \_\_\_\_\_ as Escrow Agent, or  \_\_\_\_\_ as Escrow Agent.

17. **CLOSING AND POSSESSION:** Closing to be on or before Sixty (60) days following execution of this Agreement. Closing cannot take place before completion of the Remonstrance Period as outlined in the Addendum. Possession date to be  Closing or \_\_\_\_\_ at \_\_\_\_\_  AM  PM.

18.  **UTILITIES TRANSFER:** (Check if applicable) Purchaser agrees as of date of  closing  possession to have any utilities on the property transferred to Purchaser's name. (Purchaser Initials): \_\_\_\_\_

19. **CONDITION OF PROPERTY:** Seller represents to the best of their knowledge, information and belief that there is no material or latent defects on neither the Property nor any conditions present or existing which may give rise to, or produce, environmental hazards or liabilities. Seller represents that there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except what has been disclosed by the Listing Broker or the Sellers Limited Agent for the Broker. Seller agrees to maintain landscaping, mowing, septic and/or well in operable condition until delivery of possession. Seller will allow Purchaser walk through or preview the Property within 48 hours of closing to confirm compliance with this Purchase Agreement.

20.  **WOOD INFESTATION:** (Check if applicable) If Purchaser desires or if required by Purchaser's Lender, Purchaser agrees to pay the cost of a wood destroying insect inspection of any structures or buildings on Property. This inspection shall be performed by  \_\_\_\_\_,  \_\_\_\_\_, or  \_\_\_\_\_. Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insect warranty. Purchaser agrees to accept the treated property upon completion of repairs. Provided, however, if treatment and repairs exceed  2% or  \_\_\_\_\_ of purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within 5 days of receipt of a wood destroying insect inspection report.

Purchaser chooses to waive wood destroying insect inspection, if not required. (Purchaser's Initials): JW/K

21. **SELLER PROPERTY CONDITION STATEMENT:** Purchaser acknowledges that the Property is land only, and due to that fact, the Seller is exempt from Nebraska Revised Statute §76-2,120 requiring sellers of real property to provide a Seller's Property Disclosure Statement. (Purchaser's Initials): JW/K

22.1  **PROPERTY FEASIBILITY STUDY:** (Check if applicable) Purchase Agreement is contingent upon land feasibility study by Purchaser. Feasibility study is intended to allow Purchaser a time period of due diligence to have inspections, tests or studies completed on the Property to assess the properties suitability for the Purchaser intended use. Seller to allow all of Purchaser's business professionals and contractors reasonable access to the Property for any and all inspections, test, or compilation of study information. Check  all that are applicable.

- |   |  |
|---|--|
| <input type="checkbox"/> Water Quality Tests                              | <input type="checkbox"/> Electrical Contractor   |
| <input type="checkbox"/> Well Inspection or Well Installation Contractor  | <input type="checkbox"/> Utility Companies   |
| <input type="checkbox"/> Septic System Inspection/Installation Contractor | <input type="checkbox"/> Lenders and/or Appraisers   |
| <input type="checkbox"/> Surveyor and/or Civil Engineer                   | <input type="checkbox"/> Insurance Companies   |
| <input type="checkbox"/> Building Contractor                              | <input checked="" type="checkbox"/> Other #1 <u>Land Survey to confirm Property Boundaries</u> |
| <input type="checkbox"/> Architect and Subcontractors                     | <input type="checkbox"/> Other #2 _____  |
| <input type="checkbox"/> Arborists and Subcontractors                     |  |

**22.2 TIMELINES FOR FEASIBILITY STUDY:** All costs of inspections, test, or compilations of study information shall be at the costs of the Purchaser. Copies of all reports and studies on the Property shall be the property of the Purchaser and shall survive release of Purchase Agreement or removal of the contingency. If holes are dug on the Property for the purpose of inspections, test, or studies, it shall be the Purchaser's professionals or contractor's responsibility to refill the holes and return the Property to as near as possible of the condition that the Property was found in, prior to the inspection, tests or studies. Purchaser shall not be responsible for replacing sod or reseeding areas where holes were dug.

Feasibility studies shall begin following final acceptance of this Agreement by all parties and receipt of accepted Agreement by the Purchaser's Agent, and shall run for a time period of  14-days, or  10 business days thereafter. If the Seller has in their possession any studies, tests, or survey reports on the Property, they shall make them available to the Purchaser upon acceptance of the Purchase Agreement.

Within five (5) business days of the feasibility studies completion, the Purchaser shall select either options A, B, or C below in a Land Feasibility Study Contingency Removal Addendum. Purchaser's Agent shall deliver said addendum to the Listing Broker/Broker's Agent or Seller. Receipt by the Listing Broker/Broker's Agent shall be the same as if delivery was made to the Seller.

**Option A-** Purchaser removes contingency in regards to feasibility study with written notice to the Seller.

**Option B-** Feasibility studies revealed the following defects on the Property and the Purchaser shall provide a list of requested repairs to the Seller.

**Option C-** The feasibility studies revealed that the Property is not suitable or satisfactory for the Purchaser's intended use and the Purchase Agreement shall be terminated with written notice to the Seller.

Time is of the essence and failure to deliver the contingency removal, request for repairs, remedy, or release within the specified time period will operate to remove the feasibility study contingency. If additional time is required to inspect, test or compile study information on the Property due to recommendations of a business professionals or contractors compiling information for the feasibility study, or due to weather conditions, strikes, or acts of God, time will be given by the Seller to the Purchaser and deadlines shall be extended only as to the facets of the Property that require additional time to compile study information on.

Within five (5) business days of receipt of the written request for repairs, the Seller shall notify the Purchaser's Agent in writing of what steps, if any, the Seller will take to correct any defects before closing. If the Seller is unwilling or unable to remedy any defects to the Purchaser's reasonable satisfaction, the Purchaser can elect to give written notice to accept the Property without repairs, done by the Seller or elect, in writing, to terminate the Purchase Agreement. The written notification must be received within five (5) business days of the Seller's response.

The earnest money shall be returned to the Purchaser if: the feasibility study report(s) or subsequent follow-up inspections reveals that the Property is deemed unsuitable, or unsatisfactory for the Purchaser needs: or the Purchaser has requested items noted in feasibility study report or subsequent inspections be remedied by the Seller and the Seller is unwilling, or unable to remedy said items. A dispute over the termination of the Purchase Agreement may necessitate by law the holding of earnest money even though this does not affect a party's ultimate right to the money.

Nothing in this agreement shall relieve the Seller from keeping fixtures, equipment, or items on the property in "functional and operable condition until delivery of possession" as specified in the Purchase Agreement.

**23. STATE DOCUMENTARY TAX:** The State Documentary Tax on the deed shall be paid by the Seller.

**24. RESPONSIBILITY OF INSURANCE & RISK OF LOSS:** Seller shall insure the property for a value no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of the Seller. If, prior to closing, any part of the Property including fixtures, attachments, or elements are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. Purchaser, at Purchaser's choice, may: 1) rescind this agreement; or 2) take the Property subject to the damage with the Seller paying to the Purchaser the insurance proceeds and deductible for the loss or restoration of the fixtures, attachments and elements, or at a price discounted by the cost of restoration of the premises.

**25. SELLING BROKER COMPENSATION:** Purchaser shall pay \$ \_\_\_\_\_ at closing to ~~XXXXXX~~ for Broker's costs associated with this transaction unless the Purchaser is obtaining a VA loan. Purchaser and Seller acknowledge that Selling Broker may be compensated by more than one party.

**26. RELEASE OF INFORMATION:** Purchaser and Seller authorize the release of sale information on the purchase of this Property including price, financing, and property information to their local Multiple Listing Service (MLS) or any other applicable listing service.

27. **ELECTRONIC TRANSACTION AUTHORIZATION:** Purchaser and Seller agree that all documents relating to the sale of this Property, including this offer, counteroffers, and acceptances 1) may be transmitted by electronic means including email and fax, and shall be treated in all respects as originals, 2) electronic signatures shall be treated as original signatures and shall satisfy all legal requirements and be binding.
28. **PURCHASER'S PERSONAL INSPECTION:** This offer is based upon Purchaser's personal inspection or investigation of the Property and not upon any representation or warranties of condition by Seller or any Limited Agents involved in this transaction. If locations of Property lines, lot size, and/or condition of improvements are important to Purchaser's decision to purchase, Purchaser acknowledges the Limited Agents have advised Purchaser to make independent investigations.

29. **MEDIATION AND ARBITRATION:**

Section 29 is hereby waived by all parties if this Section Initialed (Purchaser's Initials): \_\_\_\_\_

- A. **Disputes:** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement.
- B. **Mediation:** In the event of any dispute, any party to the dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the dispute. The request for mediation must be made within three hundred sixty (360) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.
- C. **Arbitration:** Any dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty (360) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party.
- D. **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- E. **Exclusions.** The terms of the Paragraph shall not apply to: 1) Foreclosure of other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) The filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court" as defined by Neb. Res. Stat 25-2801 to 2804, provided however, that any attempt to transfer such a proceeding to county or district court shall make section 29 applicable to such action.
- F. **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN
30. **ENTIRE AGREEMENT:** This document contains the entire Agreement of the parties and supersedes all prior agreements or representations oral or written with respect to the property which are not expressly set forth herein or incorporated herein by reference. **This Agreement may be modified only in writing, signed and dated by both parties.** All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the Real Estate Agent or Broker which are not herein expressed. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.
31. **AUTHORITY TO SIGN:** The undersigned Seller and Purchaser each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. And that, as to Seller, all parties required to transfer title to the Property are parties to this contract.

**32. List of Attachments, Addenda & Disclosures:**

- Affiliated Business Arrangement Disclosure
- Authorization to Release Closing Disclosure & Settlement Statement
- Limited Dual Agency Agreement
- S.I.D. Statement
- Wire Fraud Notice
- Addendum to Purchase Agreement**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**33. OFFER EXPIRATION:** This offer to purchase is subject to acceptance by Seller on or before \_\_\_\_\_ at \_\_\_\_\_ o'clock  a.m.  p.m. Purchaser acknowledges receipt of a signed copy of this offer to purchase.

The undersigned parties executed the AGREEMENT.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.**

Purchaser: _____	Purchaser: _____
_____	_____
Purchaser's Name (Printed)	Purchaser's Name (Printed)
Address: _____	Address: _____
City: _____ State: ____ Zip: _____	City: _____ State: ____ Zip: _____
Phone: _____	Phone: _____

**Names for Deed:** \_\_\_\_\_

**BUYER AGENT INFO:**

REALTOR® (Company Name), Broker	AGENT NAME (Printed)
OFFICE ADDRESS	AGENT E-MAIL ADDRESS
OFFICE MLS ID #	AGENT MLS ID # / AGENT NREC LICENSE #
OFFICE PHONE #	AGENT PHONE #

**RECEIPT**

Deposit is:  delivered with Agreement  to be delivered later (If deposit to be delivered later, see Section 11C).

Deposit payable to  Escrow Agent  Broker  Seller

RECEIVED FROM: \_\_\_\_\_  
the sum of \_\_\_\_\_

(\$ \_\_\_\_\_) DOLLARS (by \_\_\_\_\_) to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

RECEIVED BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**SELLER ACCEPTANCE**

The Seller accepts the foregoing offer to purchase on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M., Omaha, NE time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth except as follows:

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

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.**

Seller: \_\_\_\_\_ Seller: \_\_\_\_\_

Seller Name (Printed) \_\_\_\_\_ Seller Name (Printed) \_\_\_\_\_

**SELLER AGENT INFO:**

REALTOR® (Company Name), Broker \_\_\_\_\_ AGENT NAME (Printed) \_\_\_\_\_

OFFICE ADDRESS \_\_\_\_\_ AGENT E-MAIL ADDRESS \_\_\_\_\_

OFFICE MLS ID # \_\_\_\_\_ AGENT MLS ID # / AGENT NREC LICENSE # \_\_\_\_\_

OFFICE PHONE # \_\_\_\_\_ AGENT PHONE # \_\_\_\_\_

**PURCHASER ACCEPTANCE OF COUNTER OFFER**

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M., Omaha, NE time, on the terms stated and perform all the terms and conditions set forth, except as follows:

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

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.**

Purchaser: \_\_\_\_\_ Purchaser: \_\_\_\_\_

**SELLER ACCEPTANCE OR COUNTER OFFER**

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter-offer with an attached addendum.

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.**

Seller: \_\_\_\_\_ Seller: \_\_\_\_\_

**PURCHASER'S RECEIPT OF ACCEPTED CONTRACT**

Purchaser acknowledges a fully executed copy of this Purchase Agreement, all associated addenda and disclosures on \_\_\_\_\_.

Purchaser: Jeff Nazek

Purchaser: Kelly Nazek

## ADDENDUM TO PURCHASE AGREEMENT

DATED \_\_\_\_\_

Property Address: \_\_\_\_\_

It is hereby agreed and understood that:

REMONSTRANCE PERIOD: Purchaser and Seller acknowledge that this Agreement (and the parties' obligations hereunder) are contingent on the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. §16-202 ("Remonstrance Period"). The Remonstrance Period shall begin immediately following the passage and publication of Ordinance No. 4115. If a remonstrance petition pursuant to Neb. Rev. Stat. §16-202 is successfully filed before the expiration of the Remonstrance Period, then this Agreement shall be deemed automatically terminated and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld, and the closing of this Purchase Agreement does not occur, any earnest money deposited by Purchaser pursuant to this Agreement shall be refunded to Purchaser.

All other terms and conditions to remain the same.

\_\_\_\_\_  
Date Purchaser

\_\_\_\_\_  
Witness Purchaser

\_\_\_\_\_  
Date Seller

\_\_\_\_\_  
Witness Seller

ORDINANCE NO. 4115

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF ONE PARCEL OF CITY PROPERTY TO JEFFREY NAZECK AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Purchase Agreement, consisting of one parcel in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Jeffrey Nazeck is an individual that desires to purchase from the City the above-described parcel of City-owned land; and

WHEREAS, the City is not currently utilizing said land, and has not identified any reasonably foreseeable use for said land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described parcel to Jeffrey Nazeck for the price of Ten Thousand and No/100 Dollars (\$10,000.00); and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bellevue as follows:

**Section 1:** That the real estate legally described in the Purchase Agreement attached hereto shall be sold and conveyed to Jeffrey Nazeck.

**Section 2:** That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Purchase Agreement attached hereto.

**Section 3:** That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Warranty Deed referenced in Paragraph four (4) of the Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

**Section 4: Effective Date and Publication.** This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

**Section 5: Additional Publication and Remonstrance.** That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation on the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

\_\_\_\_\_  
City Clerk

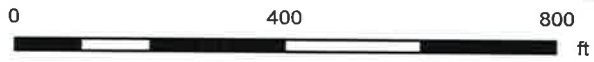
APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney



Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



Map Scale 1: 4514

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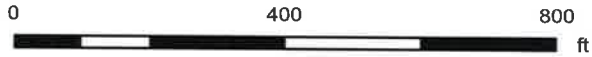


Notes





Esri, Inc. Ctrv of Naperville, Illinois | Esri, Inc. Sarpy County Nebraska



Map Scale 1: 4514

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Notes



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b.  
2/7/2023

COUNCIL MEETING DATE: February 7, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RD-60 for the purpose of single family residential development, and small subdivision plat Lots 1 and 2, Compass Hill. Applicant: Habitat for Humanity of Sarpy County. General location: 820 W Avery Rd.

SYNOPSIS/BACKGROUND:

Habitat for Humanity of Sarpy County is requesting a small subdivision plat and rezoning for property located near 820 Avery Road. Habitat for Humanity is making this request in order to facilitate a purchase of a portion of the property. They currently own 13 acres to the north of this proposed plat, and desire to eventually combine proposed Lot 2, Compass Hill, with their property to the north. The property is presently a nonconforming AG lot. The proposed platting and zoning would bring the property into conformance and be consistent with the adjacent neighborhood.

FISCAL IMPACT: n/a BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

- PC Recommendation
- Staff Report
- Ord. No. 4116
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Habitat for Humanity of Sarpy County

CASE #'s: Z-2212-13, S-2212-27

CITY COUNCIL HEARING DATE: February 21, 2023

REQUEST: to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG (Agricultural District) to RD-60 (Duplex Residential – 6,000 Square Foot Zone) for the purpose of residential development, and small subdivision plat Lots 1 and 2, Compass Hill.

On January 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, and Subdivision Regulations, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Sims
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: January 26, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2212-13  
S-2212-27

FOR HEARING OF:  
REPORT #1: January 26, 2023  
REPORT #2: February 21, 2023

### I. GENERAL INFORMATION

#### A. APPLICANT:

Habitat for Humanity of Sarpy County  
8012 Bruin Blvd.  
Bellevue, NE 68005

#### B. PROPERTY OWNER:

David and Constance Reiman  
820 West Avery Road  
Bellevue, NE 68147

#### C. GENERAL LOCATION:

820 West Avery Road

#### D. LEGAL DESCRIPTION:

Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast  $\frac{1}{4}$  of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Compass Hill, from AG to RD-60.
2. Small Subdivision Plat Lots 1 and 2, Compass Hill.

#### F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval for a rezoning and small subdivision plat for the purpose of future residential development.

**H. SIZE OF SITE:**

The site is approximately 2.11 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 1 is presently developed with a single-family two-story residence built in 1946, a detached garage, and a pole barn. Proposed Lot 2 is currently vacant and covered in vegetation.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Agricultural/Vacant, AG
- 2. **East:** Beardmore Dealership, MH
- 3. **South:** Single Family Residential, RD-60
- 4. **West:** Single Family Residential, RD-60

**C. RELEVANT CASE HISTORY:**

1. On July 28, 2022, the Planning Commission recommended approval of a request to declare as blighted and substandard Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1 through 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A. City Council approved the aforementioned request on September 6, 2022.

2. On January 26, 2023, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Compass Hill, being a replat of Tax Lot 8A, located in the Southeast ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to RD-60 for the purpose of residential development; and small subdivision plat Lots 1 and 2, Compass Hill.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as medium-density residential.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data available for this location.
2. Proposed Lot 2 will have direct access from South 9<sup>th</sup> Street. Proposed Lot 1 will have a 30' wide permanent access easement through Lot 2.

#### **D. UTILITIES:**

All utilities are available to this development.

#### **E. ANALYSIS:**

1. Ken Mar has submitted a request for a small subdivision plat for Lots 1 and 2, Compass Hill for the purpose of single-family residential development.
2. The applicant is also requesting a change of zone from AG to RD-60 (Duplex Residential) for both lots, which is consistent with the adjacent single family residential neighborhood. Proposed Lot 1 contains a house, detached garage, and pole barn, and proposed Lot 2 is currently vacant.

The property is presently zoned AG. The current tax lot is non-conforming due to the fact it is less than 20 acres. The proposed zoning will bring this property into conformance.

The proposed lots are in conformance with the regulations of the RD-60 zoning district.

3. Habitat for Humanity has indicated they are requesting this platting and rezoning to facilitate a land purchase. Habitat for Humanity owns the 13 acre parcel to the north, and is planning on a future subdivision which will also contain Proposed Lot 2 of this small subdivision. Habitat for Humanity plans to purchase Lot 2 once the platting is approved. Habitat for Humanity is focused on finishing other projects at this point and unsure of their development timeline for these parcels.

4. Access to proposed Lot 1 is from a permanent access easement located in proposed Lot 2.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight had technical comments regarding the small subdivision plat. The applicant's engineer has since satisfied these comments.

No other comments were received on this case.

6. This request is in conformance with the Comprehensive Plan.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact to the surrounding area.

**V. PLANNING COMMISSION RECOMMENDATION**

Under Review.

**VI. ATTACHMENTS TO REPORT**

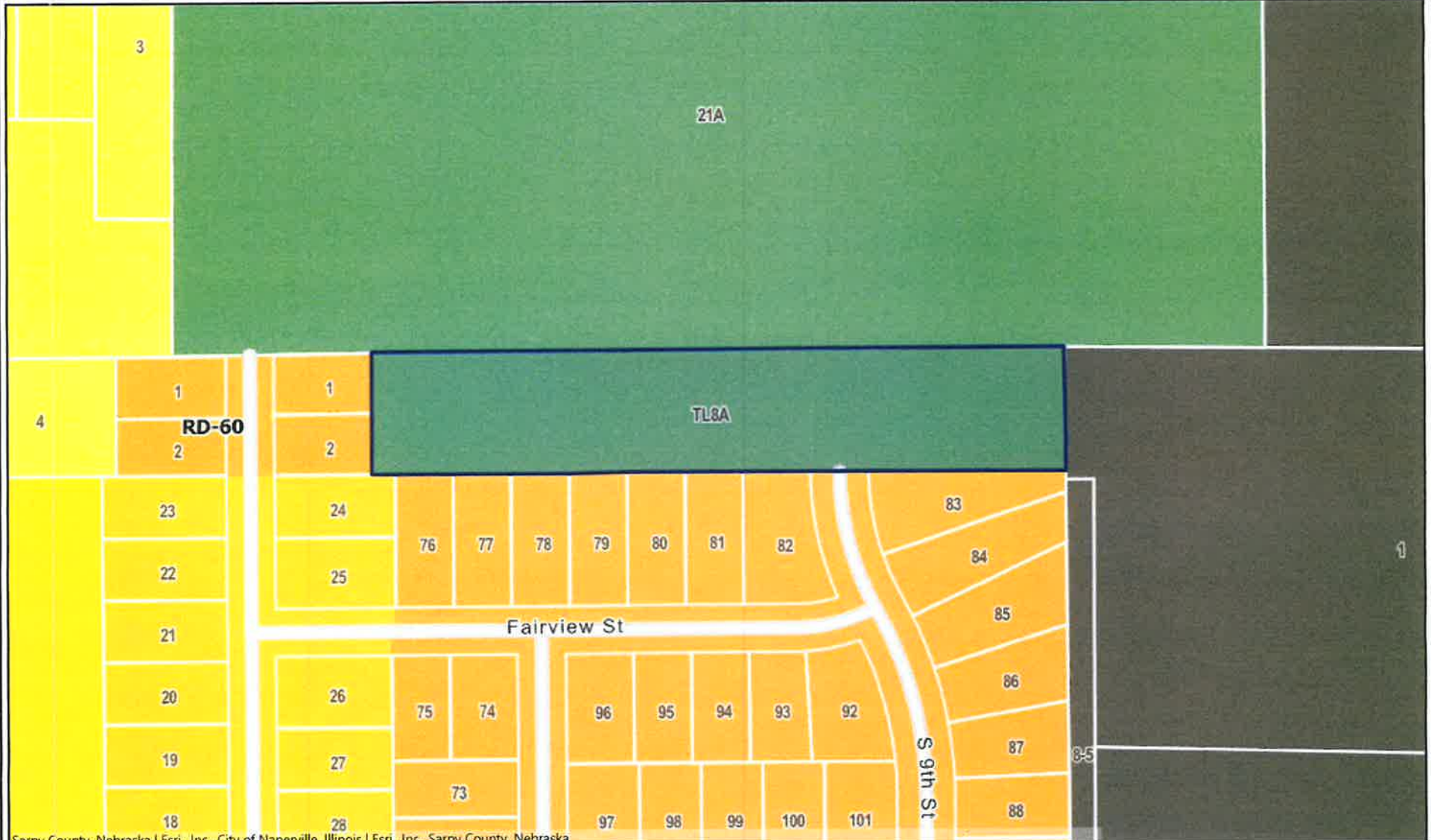
1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received December 22, 2002
4. Small subdivision plat received January 16, 2023
5. Letter from Ralph and Laurel Unstad received January 25, 2023
6. Letter from Nicholas and Diane Ferrara received January 26, 2023

**VII. COPIES OF REPORT TO:**

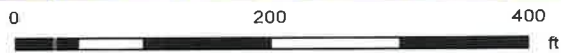
1. Habitat for Humanity (Ken Mar)
2. Olsson, Inc (Aaron Wiese)
3. Woods Aitken, LLP (Michael Matejka)
4. David & Constance Reiman
5. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager 01/01/23  
Date



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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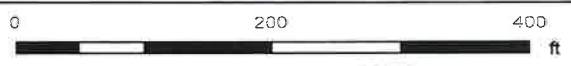


Notes





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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Notes





December 21, 2022

**Tammi Palm**  
**City of Bellevue Planning Manager**  
1510 Wall Street  
Bellevue, NE 68005

Re: Proposed Compass Hill Subdivision  
Change of Zoning Request  
Olsson Project Number 021-08042

The existing property (Tax Lot 8A 22-14-13) is zoned AG – Agriculture District and is non-conforming to the zoning regulations for an AG lot, therefore it is requested to be rezoned to RD-60. This zoning is consistent with the surrounding development and is also in compliance with the future land use plan.

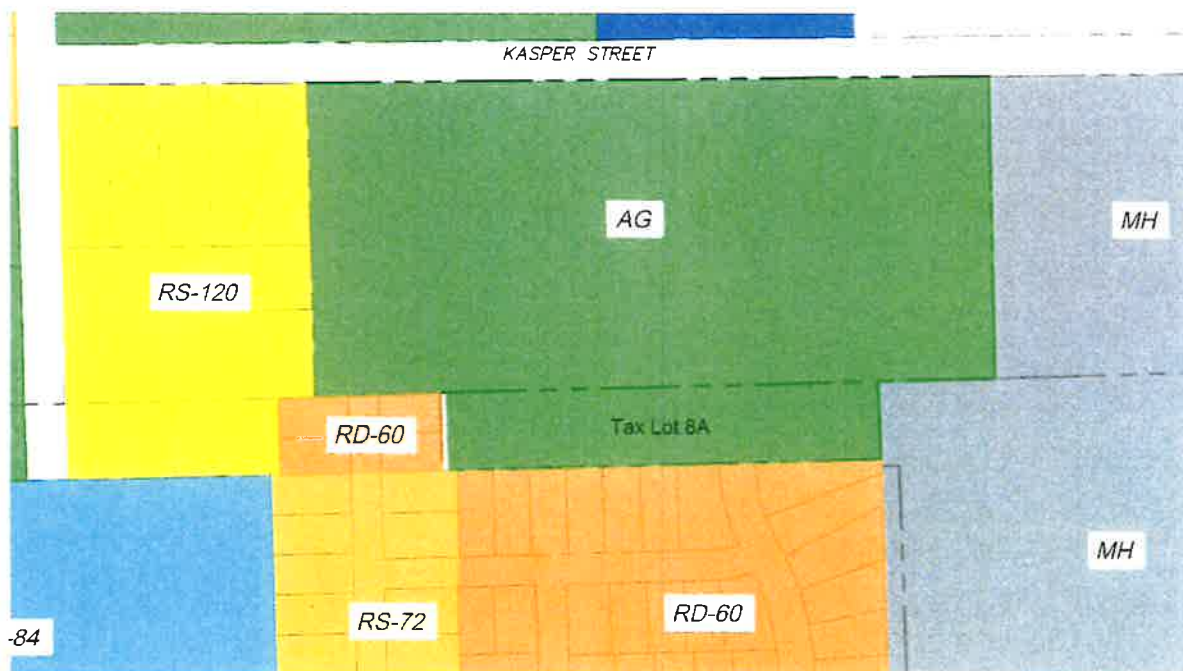


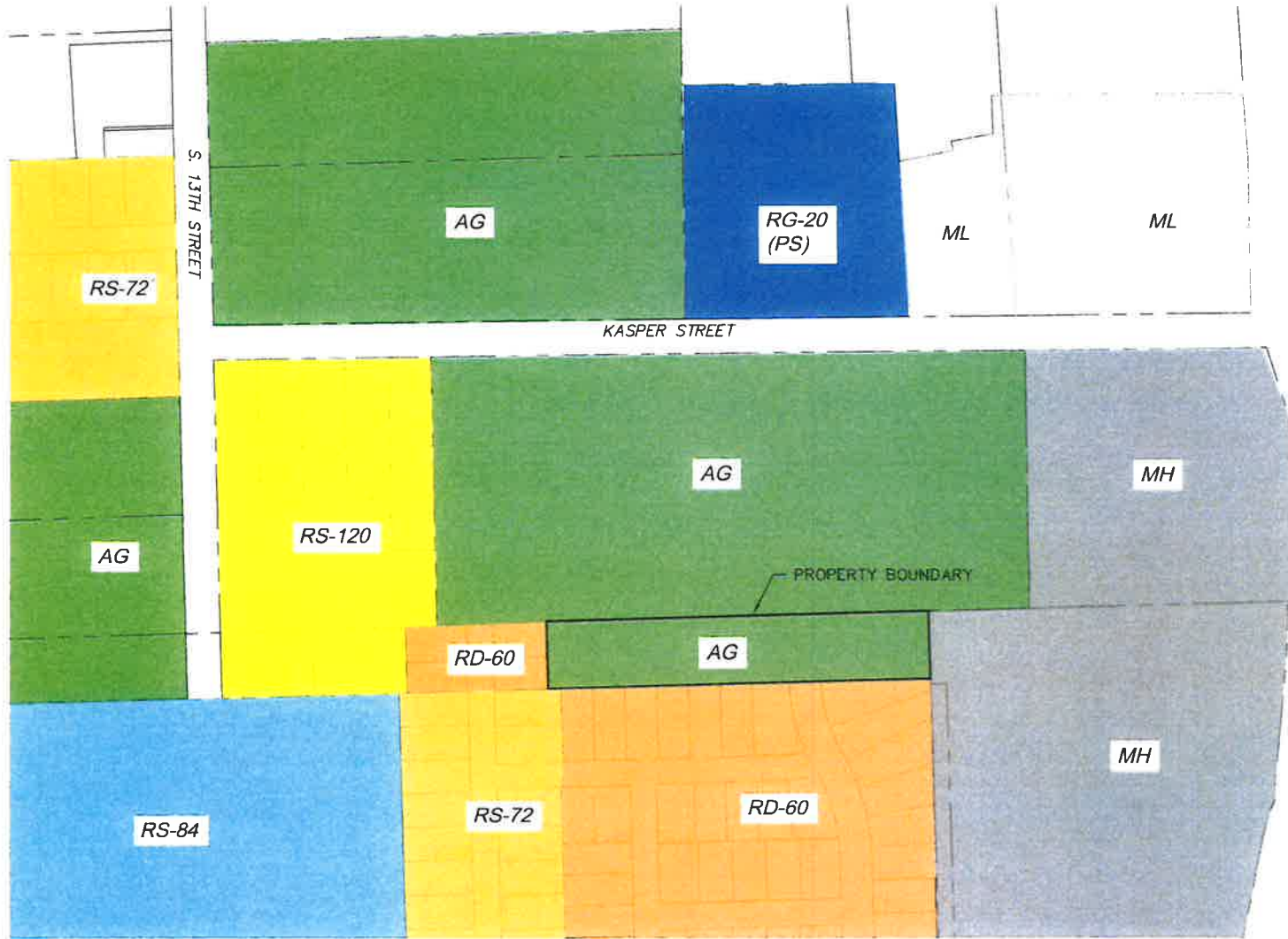
Figure 1. Existing Zoning Map

Sincerely,

**Aaron Wiese, PE**  
Olsson Project Manager

RECEIVED  
DEC 22 2022  
PLANNING DEPT.

DWG: F:\2021\08001-08500\021-08042\40-Design\Exhibits\22-08-26\_Zoning Map\22-08-26\_Existing Zoning\_021-08042.dwg  
DATE: Dec 21, 2022 1:21pm  
USER: jvelo  
XREFS: C\_XBNDY\_02108042



RECEIVED  
DEC 22 2022  
PLANNING DEPT.

PROJECT NO: 021-08042  
DRAWN BY: CJR  
DATE: 08/26/2022

EXISTING ZONING MAP

**olsson**

2111 South 67th Street,  
Suite 200  
Omaha, NE 68106  
TEL: 402.341.1116

EXHIBIT

1

DWG: F:\2021\08001-08500\021-08042\40-Design\Exhibits\22-08-26\_Zoning\_Map\22-08-26\_Proposed\_Zoning\_021-08042.dwg  
DATE: Dec 21, 2022 1:17pm  
USER: jvelo  
XREFS: C:\XNDY\_02108042



FORT CROOK RD. N.

RECEIVED  
DEC 22 2022  
PLANNING DEPT.

PROJECT NO: 021-08042  
DRAWN BY: CJR  
DATE: 08/26/2022

PROPOSED ZONING MAP

<b>olsson</b>	2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1118	EXHIBIT
		2



RECEIVED

JAN 25 2023

PLANNING DEPT.

To whom it may concern,

Well you've heard from us before. We live on the property west of the ~~Habitat~~ property, on Kasper St.

Of course we would love to have the soy bean/cornfield next to us and all the wildlife we have enjoyed through the years.

Our wish would be that the City would buy back the land from habitat and perhaps put a nice big park in this annexed area (perhaps adjoining the dog park and the future Ft. Crook project), before that opportunity is gone!

If none of this is possible I appeal to you to look at the plans, and for a little safer area for 10th St. to be run through would be to run it more straight through instead of curving up next to our driveway. It is somewhat of a blind hill there. I also appeal to the City to encourage

some of the trees to be left bordering our property.

I know it is okay for trees to grow along city streets, so why take them all? they are places for wildlife, give us clean air, windbreaks, snow-breaks and shade for walkers along sidewalks.

We were encouraged to buy the outlots from habitat, but have heard nothing about that.

The property line issue has not been resolved as of yet.

At first we were promised 15 ft. would be dedded, but then it was changed to 7 ft.?

We do need to get a lawyer to pursue the adverse possession law on this if necessary.

My relatives have owned this property and assumed and maintained the property to the existing fence line for over 100 years. (Running 10<sup>th</sup> through is a good idea)  
(Since 1912) Sincerely, Ralph & Laurel United  
1201 Kasper St.

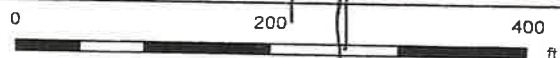
SARASOTA COUNTY GIS

SARASOTA COUNTY NEURAMA

Suggested



Est. Inc. City of Dunwoody, Illinois | Est. Inc. Sarasota County, Neura



Map Scale 1: 2257

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Notes



RECEIVED  
 JAN 25 2023  
 PLANNING DEPT.

9601 S 10th Street  
Bellevue, NE 68147  
January 23, 2023

Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RECEIVED  
JAN 26 2023  
PLANNING DEPT.

RE: Rezone request for Compass Hill lots 1 and 2

Planning Commission:

We are writing to let you know we are not opposed to the rezoning request. However, we are strongly opposed to any proposed plats that would put South 10th Street straight through to Kasper. Such a move would turn 10th Street into a heavily traveled thoroughway for high school traffic, with nothing but their consciences to slow drivers down between Thurston and Kasper.

The proposed plat shown to residents last year had South 9th Street ending in a T-intersection on the proposed development plan. As a result, drivers would have to stop at the intersection and turn one way or the other before proceeding.

We would have no objection if 10th Street also ended in a T-intersection barely north of its current termination point.

Thank you.



Nicholas and Diane Ferrara

ORDINANCE NO. 4116

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 820 WEST AVERY ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 and 2, Compass Hill, located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to RD-60 (Duplex Residential – 6,000 Square Foot Zone).

(Habitat for Humanity of Sarpy County)

Section 2. This ordinance shall not take effect until such time as the final plat of Compass Hill is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a. and 14a1.  
2/7/2023

COUNCIL MEETING DATE: 02/07/23		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

1611 Franklin St. Bellevue, NE. 68005

SYNOPSIS/BACKGROUND:

The building/dwellings have been placarded as unfit for human occupancy since November of 2021. In the initial notification process 180 days was given to complete the work needed to bring the building/dwellings back into code compliance. Since the permits were issued in May of 2022 180 days has passed and only the roof has been replaced. There is great deal of work to be completed on the exterior to bring the exterior back into code compliance and the interior has never been completed in order to receive a certificate of occupancy.

FISCAL IMPACT: \$15,000.00 BUDGETED FUNDS: yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Representatives for the building/dwellings need to show cause why such dwellings should not be condemned as a public nuisance. If there is not a clear solid exceptable timeframe that will bring this building/dwellings back into habitable code compliance regarding all deficiencies, the building should be orderd torn down, the debris removed, and the premises placed in a safe condition.

ATTACHMENTS:

- Photo
- Photo
- Photo
- Photo
- Photo
- initial notification letter

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Ann Matthe*  
*[Signature]*  
*[Signature]*



City of Bellevue  
Office of the City Clerk  
1500 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3007

January 27, 2023

Rita F. Hurlbutt  
2323 Missouri River Road  
Bellevue, NE 68005

Re: Structure located at **1611 Franklin Street**, Bellevue, Nebraska  
LEGAL: Lot 2, Hurlbutt's Second Addition, Bellevue

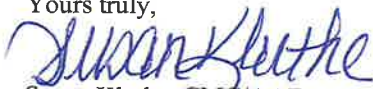
To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 1611 Franklin Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, February 7, 2023, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

  
Susan Kluthe, CMC/AAE  
Bellevue City Clerk

CC: Mike Christensen

## **NOTICE OF HEARING**

Rita F. Hurlbutt

OWNER OF: Lot 2 Hurlbutt's Second Addition

LOCATED AT 1611 Franklin Street

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, February 7, 2023 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk



We Influence The World!

City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska  
68005 ▪

January 12, 2023

**From:** Mike Christensen<sup>MC</sup>, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe

**Subject:** 1611 Franklin St. Bellevue, NE 68005. LEGAL: LOT 2 HURLBUTT'S  
SECOND ADDITION

01136960

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47 I am notifying you that the building/dwellings located at 1611 Franklin St. Bellevue, NE 68005 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Rita F Hurlbutt 2323 Missouri River Rd. Bellevue, NE 68005. A building permit for new construction of this building was issued back in 2001, in early 2004 all construction stopped, and the permits then expired. With the deterioration of the exterior since then and no certificate of occupancy ever obtained the building was placarded as unfit for human occupancy in November of 2021. The first notice was hand delivered on November 30, 2021 and detailed the deficiency's that would need to be done to bring the building back into code compliance. A second notice was sent certified on February 4, 2022 and signed for on February 12, 2022. Both notices stated that after all appropriate permits have been issued you will have 180 days to complete the work. Failure to comply with this order may result in this matter being turned over to the Bellevue City Council for further action.

On May 5 2022 the required permits to bring the building back into code compliance were issued. Since that time only a new roof has been completed. This brings the validity of the permits in question. The Uniform Administrative Code states: The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or the technical codes, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

With the passing of one year as of November 2022 since the first notification process and the lack of urgency to bring this building back into code compliance, the building remains placarded as unfit for human habitation and a public nuisance. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

#6  
1 of 2



City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

November 19, 2021

**From:** Mike Christensen, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Rita F Hurlbutt  
Successor Trustee  
13105 Jennifer St.  
Springfield, NE 68059

**Subject:** 1611 Franklin St. Bellevue, NE 68005. LEGAL: LOT 2 HURLBUTT'S SECOND ADDITION

Dear Rita Hurlbutt,

The Sarpy County Assessor's office shows you as the legal owner of this property listed above in the subject matter. There have been several complaints on this property filed to the Permits Department and after inspection the following deficiencies have been noted.

- (1) Building permits were issued back in 2000 and the construction of the three plex was never completed, therefore a certificate of occupancy has never been issued allowing the building to be used or occupied as required by the **Uniform Administrative Code**. At this time all of the permits are expired with the project sitting idle for seven years, and the structure has been placarded as unfit for human occupancy. **Sec. 15-29** of the City of Bellevue Code of Ordinances.
- (2) The siding on the exterior of the building has become damaged by the weather and is beginning to Deteriorate. This is a violation of the Bellevue Code of Ordinances, **Sec. 15-102 Exterior wood surfaces**. All exterior wood surfaces shall be reasonably protected from the elements and against decay, by paint or other approved protective coating applied in a workmanlike fashion.
- (3) The front porch and stairs have never been completed and are deteriorating. This is a violation of the Bellevue Code of Ordinances, **Sec. 15-103 Stairways; Porches**. Every inside and outside stairway, every porch and every appurtenance thereto shall be so constructed as to be reasonably safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and in a reasonably good state of maintenance and repair.



#6  
2 of 2



City of Bellevue  
Permits and Inspections  
1510 Wall St. • Bellevue, Nebraska 68005 •

- (4) There are open electrical outlets on the exterior of the structure that have been exposed to the outside elements for years. This is a violation of the National Electrical Code, **Sec. 334.12 Uses Not Permitted. (B) #4** In wet damp locations.
- (5) There is a non-dwelling/garage structure located in the rear of this property that is propped up at the base with a few cement blocks. The exterior of this structure is also in poor condition and is not properly protected from the elements and against decay. This is a violation of the City of Bellevue Code of Ordinances; **Sec. 15-82 Non-Dwelling structures (A)** No owner shall permit any non-dwelling structure or fence to exist on any premises which does not comply with the requirements provided in this article. **(B)** Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harborage for rodents, vermin and insects and shall be kept in a reasonably good state of maintenance and repair. **Sec. 15-83 Exterior wood Surfaces.** All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner.

You will have ten (10) days after receipt of this notice to contract the City of Bellevue Permits Department and show documentation of how you intend to bring the structure back into code compliance. All appropriate permits will need to be applied for and issued before any work begins. After all appropriate permits have been issued you will have 180 days to complete the work. Failure to comply with this order may result in this matter being turned over to the Bellevue City Council for further action.

If you have any questions regarding this notice, please feel free to contract me at (402) 293-3015

Sincerely,

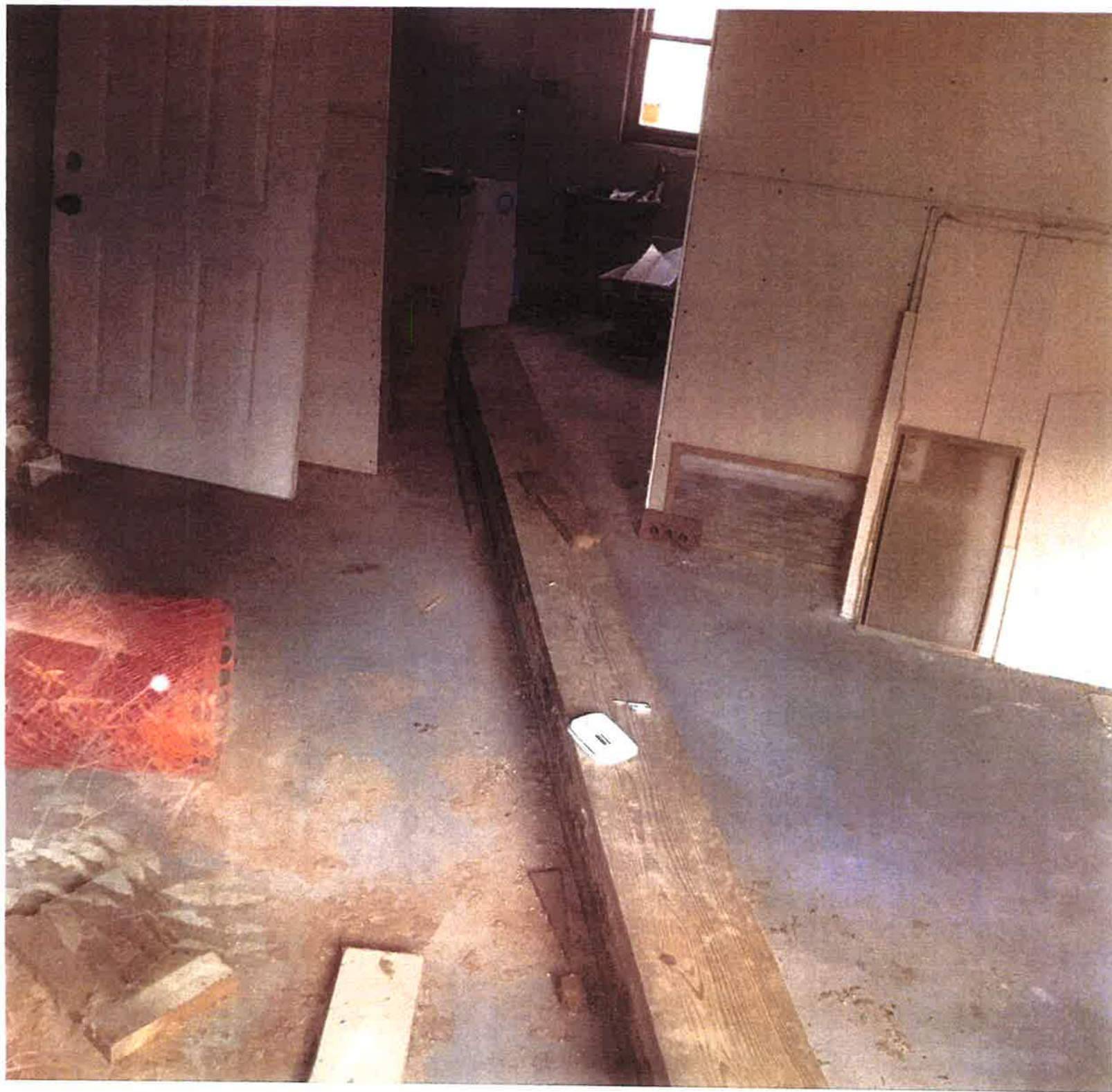
Mike Christensen (CBO)



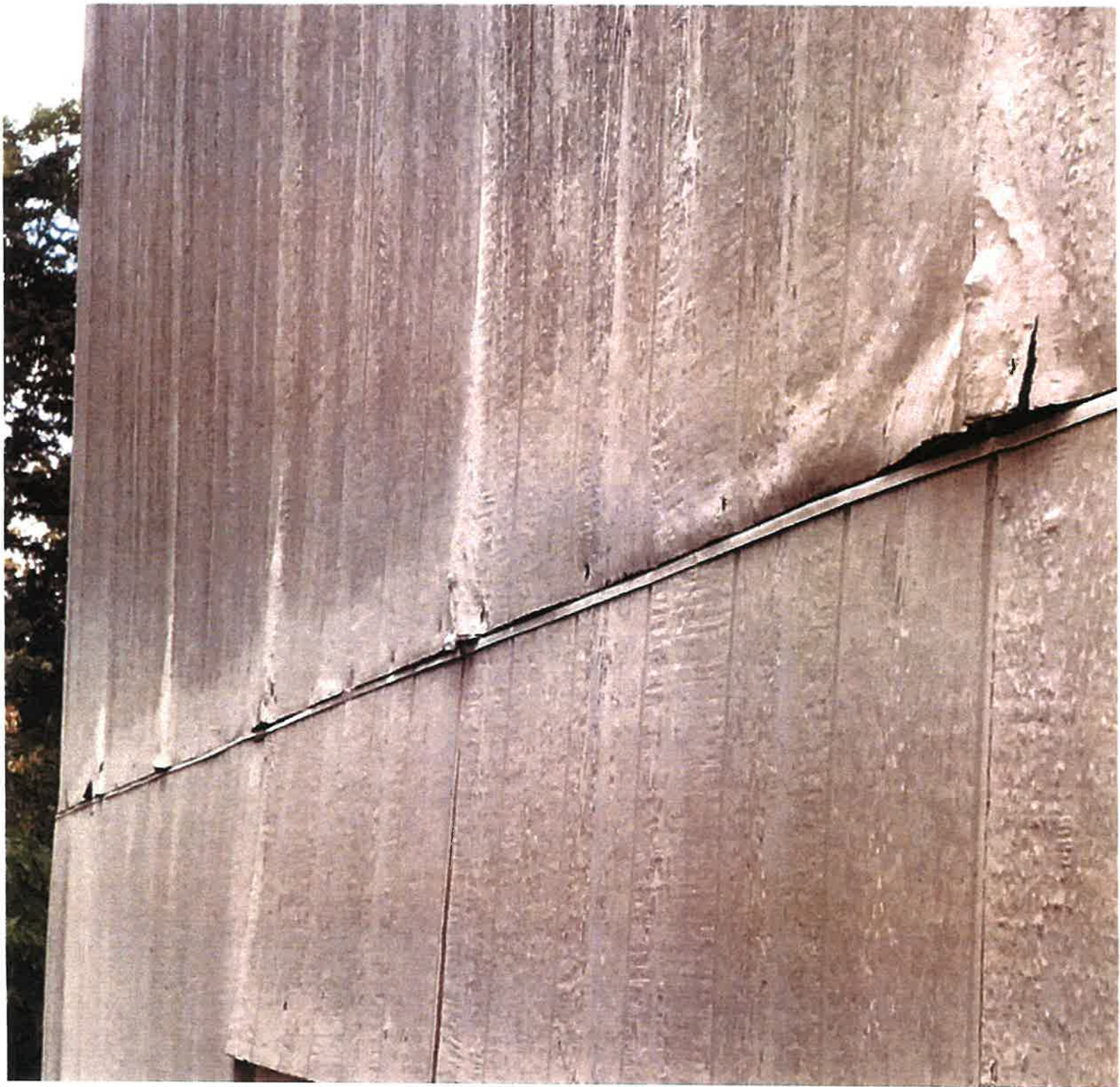
#1



#2



#3



#4



#5



14a1.  
2/7/2023

**RESOLUTION NO. 2023-02**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA**, that upon the facts presented, the structure(s) located on

Lot 2, Hurlbutt's Second Addition, Bellevue, NE

and located at 1611 Franklin Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by March 9, 2023, and if not done by March 9, 2023, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 7th day of February, 2023.

---

Mayor

ATTEST:

---

City Clerk

APPROVED as to Form:

---

City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b. and 14b1.  
2/7/2023

COUNCIL MEETING DATE: 02/07/23		SUBMITTED BY: Mike Christensen	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

1607 Franklin St. Bellevue, NE. 68005

SYNOPSIS/BACKGROUND:

The building/dwellings have been placarded as unfit for human occupancy since November of 2021. In the initial notification process 180 days was given to complete the work needed to bring the building/dwellings back into code compliance. Since the permits were issued in April of 2022 180 days has passed and two of the permits expired, one permit to repair the front and rear deck steps is in progress and a permit for the roof has been completed. The two expired permits have been renewed for an additional 180 days, but there is still a great deal of work to be completed on the exterior to bring the exterior back into code compliance.

FISCAL IMPACT: \$15,000.00 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Representatives for the building/dwellings need to show cause why such dwellings should not be condemned as a public nuisance. If there is not a clear solid exceptable timeframe that will bring this building/dwellings back into habitable code compliance regarding all deficiencies, the building should be orderd torn down, the debris removed, and the premises placed in a safe condition.

ATTACHMENTS:

- Photo
- Photo
- Photo
- Photo
- Photo
- initial notification letter

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Ami Heather*  
*[Signature]*



City of Bellevue  
Office of the City Clerk  
1500 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3007

January 27, 2023

Rita F. Hurlbutt  
2323 Missouri River Road  
Bellevue, NE 68005

Re: Structure located at **1607 Franklin Street**, Bellevue, Nebraska  
LEGAL: Lot 1, Hurlbutt's Second Addition, Bellevue

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 1607 Franklin Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, February 7, 2023, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

A handwritten signature in blue ink that reads "Susan Kluthe".

Susan Kluthe, CMC/AAE  
Bellevue City Clerk

CC: Mike Christensen

## **NOTICE OF HEARING**

Rita F. Hurlbutt

OWNER OF: Lot 1 Hurlbutt's Second Addition

LOCATED AT 1607 Franklin Street

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, February 7, 2023 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk



We Influence The World!

2

City of Bellevue  
Permits and Inspections  
1510 Wall St. • Bellevue, Nebraska  
68005 •

January 9, 2023

**From:** Mike Christensen, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe

**Subject:** 1607 Franklin ST. Bellevue, NE 68005. LEGAL: LOT 1 HURLBUTT'S  
SECOND ADDITION  
01136952

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47 I am notifying you that the building/dwellings located at 1607 Franklin St. Bellevue, NE 68005 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Rita F Hurlbutt 2323 Missouri River Rd. Bellevue, NE 68005. The building over the past 15 years has deteriorated to the point that it is unfit for human occupancy and was placarded as such in November of 2021. The first notice was hand delivered on November 30, 2021 and detailed the deficiency's that would need to be done to bring the building back into code compliance. A second certified notice was sent on February 4, 2022 and was signed for on February 12, 2022. Both notices stated that after all appropriate permits have been issued you will have 180 days to complete the work. Failure to comply with this order may result in this matter being turned over to the Bellevue City Council for further action.

On April 4, 2022 the required permits to bring the building back into code compliance were issued. Since that time two of the permits expired and an additional permit for a new roof was completed. The two expired permits were renewed in October for an additional 180 days, but there have been no inspection requests for those permits at this time. This brings the validity of the permits in question. The Uniform Administrative Code states: The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or the technical codes, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

With the passing of one year as of November 2022 since the first notification process and the lack of urgency to bring this building back into code compliance, the building remains placarded as unfit for human habitation and a public nuisance. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

#10  
1 of 2



City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

November 19, 2021

**From:** Mike Christensen, Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Rita F Hurlbutt  
Successor Trustee  
13105 Jennifer St.  
Springfield, NE 68059

**Subject:** 1607 Franklin St. Bellevue, NE 68005. LEGAL: LOT 1 HURLBUTT'S SECOND ADDITION

Dear Rita Hurlbutt,

The Sarpy County Assessor's office shows you as the legal owner of this property listed above in the subject matter. There have been several complaints on this property filed to the Permits Department and after inspection the following deficiencies have been noted.

- (1) The issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid as required by the **Uniform Administrative Code**. At this time the structure has been placarded as unfit for human occupancy and will need to be brought back into code compliance. **Sec. 15-29** of the City of Bellevue Code of Ordinances.
- (2) The siding on the exterior of the building has become damaged by the weather and is beginning to Deteriorate. This is a violation of the Bellevue Code of Ordinances, **Sec. 15-102 Exterior wood surfaces**. All exterior wood surfaces shall be reasonably protected from the elements and against decay, by paint or other approved protective coating applied in a workmanlike fashion.
- (3) The front & rear porch and stairs are deteriorating. This is a violation of the Bellevue Code of Ordinances, **Sec. 15-103 Stairways; Porches**. Every inside and outside stairway, every porch and every appurtenance thereto shall be so constructed as to be reasonably safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and in a reasonably good state of maintenance and repair.



City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

- (4) There are non-dwelling/garage structures located in the rear of this property and both foundations are failing on these structures. The exterior of these structures are also in poor condition and are not properly protected from the elements and against decay. This is a violation of the City of Bellevue Code of Ordinances; **Sec. 15-82 Non-Dwelling structures** (A) No owner shall permit any non-dwelling structure or fence to exist on any premises which does not comply with the requirements provided in this article. (B) Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harborage for rodents, vermin and insects and shall be kept in a reasonably good state of maintenance and repair. **Sec. 15-83 Exterior wood Surfaces.** All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner.

You will have ten (10) days after receipt of this notice to contact the City of Bellevue Permits Department and show documentation of how you intend to bring the structure back into code compliance. All appropriate permits will need to be applied for and issued before any work begins. After all appropriate permits have been issued you will have 180 days to complete the work. Failure to comply with this order may result in this matter being turned over to the Bellevue City Council for further action.

If you have any questions regarding this notice, please feel free to contact me at (402) 293-3015

Sincerely,

Mike Christensen (CBO)

#1



#2



#3



#4



#5



14b1.  
2/7/2023

**RESOLUTION NO. 2023-03**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA**, that upon the facts presented, the structure(s) located on

Lots 1, Hurlbutt's Second Addition, Bellevue, Sarpy County, Nebraska,

and located at 1607 Franklin Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by March 9, 2023, and if not done by March 9, 2023, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 7th day of February, 2023.

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Mayor

ATTEST:

---

City Clerk

APPROVED as to Form:

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City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*15a.  
2/7/2023

COUNCIL MEETING DATE: 02/07/2023		SUBMITTED BY: Finance Director	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Update Bank Authorization List-Adding Nebraska CLASS Trust.

SYNOPSIS/BACKGROUND:

The City has relationships with multiple banks for business purposes. This resolution updates the list of financial institutions to include the Nebraska Cooperative Liquid Assets Securities System Trust ("Nebraska CLASS Trust"). Nebraska CLASS Trust provides competitive interest rates. Approving this resolution will authorize the Treasurer and the Mayor to be the authorized signers and complete and sign documents in the regular course of business including, but not limited to, opening accounts at the financial institutions listed. Additionally, Bellevue will become a participant of the Nebraska CLASS Trust for the purpose of the joint investment of the Public Agency's money with those other public agencies to enhance the investment earnings accruing to each such public agency.

FISCAL IMPACT: n/a      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO      COUNTER-PARTY:      INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE:      END DATE:      PAYMENT DATE:      INSURANCE REQUIRED: NO

CIP PROJECT NAME:      CIP PROJECT NUMBER: \_\_\_\_\_

STREET DISTRICT NAME (S):      STREET DISTRICT NUMBER (S): \_\_\_\_\_

ACCOUNTING DISTRIBUTION CODE:      ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Approve Resolution 2023-01 authorizing the Mayor and City Treasurer to open account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution(s).

ATTACHMENTS:

1. Resolution 2023-01	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*David Math*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**RESOLUTION No. 2023-01**

WHEREAS, the financial institutions listed below are designated as depositories for the funds of the City of Bellevue and to provide other financial accommodations for the City,

Access Bank	Wells Fargo Bank
American National Bank	West Gate Bank
Bank of Oklahoma	Westside State Bank
Two Rivers Bank	Nebraska Public Agency Investment Trust (NPAIT)
First National Bank of Omaha (FNBO)	<b>Nebraska Cooperative Liquid Assets Securities System Trust (“Nebraska CLASS Trust”)</b>

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, that the following officers of the City of Bellevue are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the City of Bellevue; to open any deposit or account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution.

Rusty Hike, Mayor

Rich Severson, Treasurer & Finance Director

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to certify to each financial institution that such authority has been designated.

Passed and approved this 7<sup>th</sup> Day of February, 2023

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Mayor

ATTEST:

---

City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
2/7/2023

COUNCIL MEETING DATE: 02/07/23		SUBMITTED BY: CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Accept the CDBG Fiscal Year 2022 Award in the amount of \$353,161.00

SYNOPSIS/BACKGROUND:

Council previously approved the application for the entitlement allocation. The City received the funding agreement from HUD on January 24, 2023.

FISCAL IMPACT:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Funding Approval/Agreement in the amount of \$353,161.00

ATTACHMENTS:

1. <input type="text" value="CDBG Award Email"/>	2. <input type="text" value="Funding Approval/Agreement (HUD-7082)"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



## Fiscal Year 2022 Grant Agreement

Inserra, Terry L <Terry.L.Inserra@hud.gov>

Tue 1/24/2023 12:56 PM

To: Rusty.Hike@bellevue.net <Rusty.Hike@bellevue.net>

Cc: Abby Highland <abby.highland@outlook.com>

📎 1 attachments (67 KB)

B22MC310003 Bellevue Agreement.pdf;

Dear Mayor Hike:

The Omaha Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low- and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$353,161
HOME Investment Partnerships (HOME)	\$0
Housing Opportunities for Persons with AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$0
Housing Trust Fund (HTF)	\$0

**Total FY 2022 Award** **\$353,161**

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

Dear Mayor Rusty Hike:

To establish a Line of Credit for Fiscal Year 2022 grant funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return to this office. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Bellevue	3a. Grantee's 9-digit Tax ID Number 476006099	3b. Grantee's 9-digit DUNS Number MGFGXEFM3353 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1500 Wall Street Bellevue, NE 68005	4. Date use of funds may begin 10/01/2022	
	5a. Project/Grant No. 1 B-22-MC-31-0003	6a. Amount Approved \$353,161
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Francis T Severin		Grantee Name (Contractual Organization) Bellevue (City of Bellevue)	
Title Director, Community Planning and Development Division		Title	
Signature 	Francis T Severin 2022.08.30 09: 06:08 -05'00'	Date (mm/dd/yyyy) 08/30/2022	Signature
		Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 10/01/2022	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY 2022		
b. Funds now being Approved	\$353,161		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

### HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
2/7/2023

COUNCIL MEETING DATE: 2/7/2023		SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the purchase of vehicles for the Police Department.

SYNOPSIS/BACKGROUND:

The Police Department needs 10 marked vehicles for replacement of aged fleet. There are also five unmarked vehicles used by staff for training, and large scale emergency operations. The total number of vehicles being requested is 15. Total cost of the new vehicles is \$720,909.00. The city will sell (at auction) or repurpose the replaced vehicles, partially offsetting the cost. The funds are available for the purchase. The amount is expected to be covered by unspent funds in other areas of the Police Department or other Departments. If needed, the 2022-2023 Budget can be amended.

FISCAL IMPACT::  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of vehicles for the Police Department in an amount not to exceed \$720,909.00.

ATTACHMENTS:

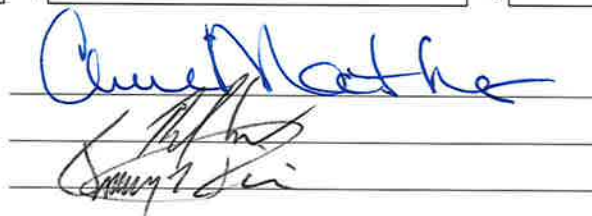
1. <input type="text" value="2023 Vehicle Order"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# ANDERSON

www.AndersonAutoGroup.com

August 17<sup>th</sup>, 2022

City of Bellevue Police

### State Contract #15727

- Line 1: 2023F150 4 dr Crew 4x4 XL : \$41,089.00
- Color: Agate Black--included
- Line 3: 3.5L Ecoboost Engine: \$2,995.00
- Line 5: Vinyl trimmed bucket seat with arm rests: \$395.00
- Driver side Spotlight: \$495

**Total : \$44,579**

**4 Vehicles = \$178,316**

### State Contract #15727

- Line 1: 2023F150 4 dr Crew 4x4 XL : \$41,089.00
- Color: Carbonized Gray—included
- Line 5: Vinyl trimmed bucket seat with arm rests: \$395.00
- 

**Total : \$41,484**

**2 Vehicles = \$82,968**

### **Bobby Colclasure**

*Anderson Auto Group*

*Commercial & Fleet Director*

*2500 Wildcat Dr., Lincoln, NE 68521*

*Cell-402-617-4521*

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



mazda

LINCOLN NORTH  
2500 Wildcat Drive  
Lincoln, NE 68521  
402.468.9800

LINCOLN SOUTH  
3201 Yankee Hill Road  
Lincoln, NE 68512  
402.464.0661  
(Opening Fall 2011)

GRAND ISLAND  
120 Diers Avenue  
Grand Island, NE 68803  
308.384.1700

ST. JOSEPH  
2207 North Bell Highway  
St. Joseph, MO 64506  
816.383.8000

# ANDERSON

www.AndersonAutoGroup.com

**Capt. Tom Dargy**

**August 16<sup>th</sup>, 2022**

Bellevue Police Dept  
1510 Wall St./Bellevue Ne 68005  
Office 402-682-6664

- 2023 Ford Police Interceptor Utility Hybrid-- All Wheel Drive \$44,906
- Hybrid engine: \$3,995
- Deduct \$109 LEADS on License plates
- Deduct \$109 LEADS on Push Bumper
- Deduct \$125 on 100 watt siren speaker
- Deduct \$399 on aux battery
- Push Bumper—standard

Black exterior, vehicles keyed alike with wheel caps.

**State Contract Price: \$48,159**

- 2023 Ford Explorer Base: \$39,387
- All wheel drive
- Carbonized gray *Iconic Silver*
- Remote key less entry (keyed alike not available on passenger version)

**State Contract Price: \$39,387**

**Bobby Colclasure**

*Anderson Auto Group*

*Commercial & Fleet Director*

*2500 Wildcat Dr., Lincoln, NE 68521*

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ST. JOSEPH  
2207 North Bell Highway  
St. Joseph, MO 64506  
816.383.8000



September 20<sup>th</sup>, 2023

City of Bellevue  
Asst. Chief Tom Dargy  
Bellevue Police  
1510 Wall Street/Bellevue NE 68005  
Office (402)682-6664

**2023 Ford Expedition 4x4 XLT Max**

**3.5L Ecoboost Engine**

**10 speed automatic**

**Bucket front seats with center console**

**20" Carbonized gray wheels**

**Reverse Sensing system**

**Privacy Glass**

**Skid Plates**

**Heavy Duty Tow package**

**Special Edition Package**

**360 degree Camera**

**3<sup>rd</sup> row seat power fold flat-std.**

**Ford co-pilot 360**

**Blis**

**Post Collision assist**

**Sync 4**

**Dark Matter Metallic exterior**

**Total price: \$67,779**

**Bobby Colclasure**  
*Anderson Auto Group*  
*Commercial & Fleet Director*  
*2500 Wildcat Dr., Lincoln, NE 68521*  
*Cell-402-617-4521*



September 20<sup>th</sup>, 2023

City of Bellevue

Asst. Chief Tom Dargy

1510 Wall Street/Bellevue NE 68005

Office (402)682-6664

**2023 Ford Transit 250 High Roof AWD**

**148" Wheelbase**

**Carbonized exterior**

**3.5L Ecoboost engine**

**Reverse brake assist**

**Exterior HID headlamps**

**Front fog lamps**

**Roof marker lamp delete**

**Fixed glass all around**

**Ebony cloth interior**

**D-pillar assist handles**

**Heavy duty scuff plate kit**

**Cargo tie down hooks**

**Large center console**

**Front overhead shelf**

**Illuminated sun visor**

**B-pillars assist handle**

**Intelligent access push button start**

**Front and Rear Auxiliary A/C and heater**

**Adaptive Cruise Control**

**12V powerpoint**

**Full rear compartment lighting**

**Aux. Fuse panel**

**Sync4 with 12" screen and connected navigation**

**Heavy duty trailer tow**

**253 degree rear door opening**

**High strength laminated glass**

**Front wheel well liners black**

**Extended length running board**

**Two additional keys**  
**Keyless entry keypad**  
**Engine block heater**  
**Remote start**  
**Aux fuel port extension Line**  
**Blind spot assist**  
**Side sensing system**  
**Reverse sensing system**  
**360 degree camera**

**Total price: \$63,505**

**Bobby Colclasure**

*Anderson Auto Group*

*Commercial & Fleet Director*

*2500 Wildcat Dr., Lincoln, NE 68521*

*Cell-402-617-4521*

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LINCOLN



mazda

**LINCOLN NORTH**

2500 Wildcat Drive  
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402 468 9800

**LINCOLN SOUTH**

3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
*(Opening Fall 2011)*

**GRAND ISLAND**

120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

**ST. JOSEPH**

2207 North Bell Highway  
St. Joseph, MO 64506  
816 383 8000

# CITY OF BELLEVUE

**PURCHASE ORDER**

**P2022-58491**

*This number must appear on all invoices, bills of lading and packaging.*

September 21, 2022

Vendor ID: ANBROS

ANDERSON FORD  
2500 WILDCAT DR  
LINCOLN, NE 68521

Bill To: City of Bellevue -Attn: Accounts Payable  
1500 Wall Street  
Bellevue, NE 68005

Ship To: City of Bellevue - Police Department  
1510 Wall St  
Bellevue, NE 68005-5299

Requested by:

GL	Fund	Dept	Project	Sub project	Fund Source	Cost Center	Item Description	Qty	Unit Price	Total Cost	Req
7110	10	20	1350	132401	000	00000	FORD UTILITY HYBRID	6	\$48,159.00	\$288,954.00	R45372
7110	10	20	1350	132401	000	00000	FORD TRANSIT 250 VAN	1	\$63,505.00	\$63,505.00	R45372
7110	10	20	1350	132401	000	00000	FORD F150 SSV	4	\$44,579.00	\$178,316.00	R45372
7110	10	20	1350	132401	000	00000	FORD EXPEDITION MAX	1	\$67,779.00	\$67,779.00	R45372
7110	10	20	1350	132401	000	00000	FORD CIVILIAN F150	2	\$41,484.00	\$82,968.00	R45372
7110	10	20	1350	132401	000	00000	FORD CIVILIAN EXPLORER	1	\$39,387.00	\$39,387.00	R45372

**Purchase Order Total:**

**\$720,909.00**

1500 Wall St, Bellevue, Nebraska 68005  
Phone: (402) 293-3000 Fax: (402) 293-3081

9/21/2022 3:24:08 PM

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
2/7/2023

COUNCIL MEETING DATE: 02/07/2023	SUBMITTED BY: Public Works	SSWWA Amended Budget
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

The South Sarpy Wastewater Agency Board has approved an amended budget for the coming year.

SYNOPSIS/BACKGROUND:

SSWWA By\_Laws require the approval of the amended budget by the member cities  
The full budget was adpoted earlier in the year and this request brings the SSWWA budget into line with work required to complete the project and operate the agency. SSWWA by laws require the approval of the amended budget by the member cities. The document attached represents the amended version of the proposed 2022/2023 SSWWA budget.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: SSWWA INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Amended Budget

CONTRACT EFFECTIVE DATE: 11/01/2022 CONTRACT TERM: 09/30/2023 CONTRACT END DATE: 09/30/2023

PROJECT NAME: SSWWA Force Main System

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Public Works Department recommends the approval of the amended budget request by the SSWWA. The full budget was adpoted earlier in the year and this request brings the SSWWA budget into line with work required to complete the project and operate the agency.

ATTACHMENTS:

- Resolution of Amended Budget
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures in blue ink]*

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2023 PROPOSED BUDGET AMENDMENT #1**  
**07/01/2022 to 06/30/2023**

	<b>FY2022 Budget Amendment #1</b>	<b>Adopted FY 2023 Budget</b>	<b>Actual FY 2023 Jul-Nov</b>	<b>Proposed FY 2023 Amendment #1</b>
<b>10000 Money Market</b>				
10010 Operation and Maintenance		\$ 1,424,075	\$ 1,424,075	\$ 1,424,075
10020 Loan Payment		\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
10030 County Repayment		\$ -	\$ -	\$ -
10040 Surplus		\$ 4,171,519	\$ 4,171,519	\$ 4,171,519
<b>Total 10000 Money Market</b>	<b>\$ 6,457,866</b>	<b>\$ 7,095,594</b>	<b>\$ 7,095,594</b>	<b>\$ 7,095,594</b>
<b>REVENUES:</b>				
25000 CWSRF Planning Loan	\$ 1,944,599	\$ -	\$ -	\$ -
25010 CWSRF Construction Loan	\$ 9,035,000	\$ 44,138,500	\$ 6,694,026	\$ 55,013,500
25020 Additional Construction Loan or Grant	\$ -	\$ -	\$ -	\$ -
26000 Member PILOT Contributions	\$ 321,900	\$ 150,000	\$ -	\$ 589,659
40005 Gemini Customer Contribution Funds Used	\$ 4,930,000	\$ 5,970,000	\$ 2,238,770	\$ 5,970,000
40100 Connection Fees	\$ 5,500,000	\$ 25,000	\$ -	\$ 2,055,000
40200 Uscr Rate Charges	\$ -	\$ -	\$ -	\$ -
40300 Misc. Revenue	\$ -	\$ -	\$ -	\$ -
40310 Federal Earmark	\$ -	\$ 3,400,000	\$ -	\$ 3,400,000
40320 Sarpy County ARPA Funds	\$ -	\$ -	\$ -	\$ 7,000,000
40400 Bellevue Expanded Force Main Payment	\$ -	\$ 2,000,000	\$ -	\$ 3,650,000
45001 Interest	\$ 192,000	\$ 150,000	\$ 47,705	\$ 150,000
<b>TOTAL REVENUES:</b>	<b>\$ 21,923,499</b>	<b>\$ 55,833,500</b>	<b>\$ 8,980,501</b>	<b>\$ 77,828,159</b>
<b>TOTAL RESOURCES AVAILABLE:</b>	<b>\$ 28,381,365</b>	<b>\$ 62,929,094</b>	<b>\$ 16,076,095</b>	<b>\$ 84,923,753</b>
<b>EXPENDITURES:</b>				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ -	\$ -
Principal Repayment to NDEE for Planning Loan	\$ 250,000	\$ 500,000	\$ -	\$ 500,000
60001 Financial Advisor Fees	\$ 200,000	\$ 100,000	\$ 36,377	\$ 200,000
<b>60005 Consulting Fees</b>				
60005.01 Steven Jenson Consulting	\$ 48,000	\$ 30,000	\$ 2,663	\$ 30,000
60005.02 Christine Myers Consulting	\$ 12,000	\$ 12,000	\$ 3,850	\$ 12,000
60005.40 Midwest ROW Consulting	\$ 100,000	\$ 442,000	\$ -	\$ 442,000
<b>Total 60005 Consulting Fees</b>	<b>\$ 160,000</b>	<b>\$ 484,000</b>	<b>\$ 6,513</b>	<b>\$ 484,000</b>
<b>60006 Engineering Fees</b>				
60006.01 Misc. Engineering Fees	\$ 45,000	\$ 20,000	\$ 2,105	\$ 20,000
60006.02 Phase 1A Engineering Fees	\$ 2,400,000	\$ 80,000	\$ 130,620	\$ 150,000
60006.03 Task Order 3 Engineering Fees	\$ 120,000	\$ 31,000	\$ 20,820	\$ 31,000
60006.04 Industrial Sewer System Engineering Fees	\$ 120,000	\$ -	\$ -	\$ -
<b>Total 60006 Engineering Fees</b>	<b>\$ 2,685,000</b>	<b>\$ 131,000</b>	<b>\$ 153,545</b>	<b>\$ 201,000</b>
60007 Agency Loan Admin Fees	\$ 24,190	\$ 24,000	\$ -	\$ 49,000
<b>60010 Legal &amp; Professional Services</b>				
60020 Printing & Legal Notices	\$ 2,400	\$ 2,000	\$ 49	\$ 2,000
60030 Insurance	\$ 50,000	\$ 28,500	\$ 25,016	\$ 28,500
60040 Bookkeeping, Payroll & Financial Statements	\$ 16,300	\$ 17,000	\$ 3,581	\$ 60,000
60050 Audit Fees	\$ 19,250	\$ 18,000	\$ 7,000	\$ 18,000
60060 Legal Services	\$ 550,000	\$ 550,000	\$ 110,496	\$ 550,000
60070 Other Professional Services	\$ -	\$ -	\$ 73,663	\$ 115,500
60080 Rate Study Services	\$ -	\$ 70,000	\$ -	\$ 70,000
<b>Total 60010 Legal &amp; Professional Services</b>	<b>\$ 637,950</b>	<b>\$ 685,500</b>	<b>\$ 219,805</b>	<b>\$ 844,000</b>
<b>60100 USSWS Project Costs</b>				
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,100,000	\$ 1,700,000	\$ 297,825	\$ 1,700,000
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 5,970,000	\$ 4,600,000	\$ 3,031,062	\$ 6,200,000
60130 Industrial Sewer System (ISS)	\$ 4,350,000	\$ 5,900,000	\$ 2,133,315	\$ 5,700,000
60140 Lift Stations (LS)	\$ -	\$ 7,000,000	\$ 51,481	\$ 8,930,000
60143 Force Main, Segments 1-4 (FM)	\$ -	\$ 23,000,000	\$ 5,711,037	\$ 43,360,000
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ -	\$ 7,000,000	\$ 564,890	\$ 5,350,000
60150 SCI Bid Phase Services	\$ 40,000	\$ -	\$ -	\$ -
60160 ISS Bid Phase Services	\$ 40,000	\$ -	\$ -	\$ -
60170 SCI Construction Phase Services	\$ 420,000	\$ 415,500	\$ 178,523	\$ 415,500
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ -	\$ 1,600,000	\$ 180,116	\$ 1,600,000

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2023 PROPOSED BUDGET AMENDMENT #1**  
**07/01/2022 to 06/30/2023**

	<b>FY2022 Budget Amendment #1</b>	<b>Adopted FY 2023 Budget</b>	<b>Actual FY 2023 Jul-Nov</b>	<b>Proposed FY 2023 Amendment #1</b>
60180 ISS Construction Phase Services	\$ 420,000	\$ 366,000	\$ 140,268	\$ 366,000
60185 LS, FM & ZC3 Phase 1A Construction Testing; Surveying	\$ -	\$ 250,000	\$ -	\$ 315,000
<b>Total 60100 USSWS Project Costs</b>	<b>\$ 12,340,000</b>	<b>\$ 51,831,500</b>	<b>\$ 12,288,517</b>	<b>\$ 73,936,500</b>
<b>62000 USSWS Operations &amp; Maintenance</b>				
62010 ISS/Basin Electrical O&M	\$ -	\$ 500	\$ -	\$ 500
62020 ISS/Basin Grounds O&M	\$ 1,150	\$ 2,500	\$ -	\$ 2,500
62030 ISS Line O&M	\$ -	\$ 500	\$ -	\$ 500
62040 ISS/Basin Manhole/Structure O&M	\$ -	\$ 500	\$ -	\$ 500
62050 ISS/Basin Misc. O&M	\$ -	\$ 500	\$ -	\$ 500
62060 ISS/Basin Permit Compliance	\$ -	\$ 500	\$ -	\$ 500
62070 ISS/Basin Sampling & Testing	\$ -	\$ 1,200	\$ -	\$ 1,200
62080 ISS/Basin Software	\$ -	\$ 1,500	\$ -	\$ 1,500
62090 ISS/Basin Supply Power	\$ -	\$ 1,200	\$ -	\$ 1,200
62100 ISS/Basin Wireless/Internet	\$ -	\$ 1,200	\$ -	\$ 1,200
62310 USSWS Electrical O&M	\$ -	\$ -	\$ -	\$ -
62320 USSWS Grounds O&M	\$ 1,150	\$ 2,500	\$ -	\$ 2,500
62330 USSWS Line O&M	\$ -	\$ -	\$ -	\$ -
62340 USSWS Manhole O&M	\$ -	\$ -	\$ -	\$ -
62350 USSWS Misc. O&M	\$ -	\$ 500	\$ -	\$ 500
62360 USSWS Permit Compliance	\$ -	\$ 500	\$ -	\$ 500
62370 USSWS Sampling & Testing	\$ -	\$ 500	\$ -	\$ 500
62380 USSWS SCADA System	\$ -	\$ -	\$ -	\$ -
62390 USSWS Supply Power	\$ -	\$ 600	\$ -	\$ 600
62400 USSWS Wireless/Internet	\$ -	\$ 600	\$ -	\$ 600
62500 USSWS One-Call Locates	\$ -	\$ -	\$ -	\$ -
62510 ISS One-Call Locates	\$ -	\$ 300	\$ -	\$ 300
62540 Misc. Shipping	\$ 100	\$ 100	\$ -	\$ 100
62550 Contracted Services	\$ -	\$ 1,000	\$ -	\$ 1,000
62950 O&M Contingency Funds	\$ -	\$ 10,000	\$ -	\$ 10,000
<b>Total 62000 USSWS Operations &amp; Maintenance</b>	<b>\$ 2,400</b>	<b>\$ 26,700</b>	<b>\$ -</b>	<b>\$ 26,700</b>
<b>63000 Vehicles &amp; O&amp;M Equipment</b>				
63001 Vehicles	\$ 32,200	\$ 60,300	\$ 42,172	\$ 60,300
63003 Large Equipment (+\$5,000)	\$ 7,000	\$ 6,000	\$ 5,850	\$ 6,000
63006 Small Equipment (-\$5,000)	\$ 2,400	\$ 3,500	\$ 2,582	\$ 3,500
63008 Equipment/Tool Rental	\$ 1,200	\$ 3,000	\$ -	\$ 3,000
63010 Vehicle Fuel	\$ 2,400	\$ 9,000	\$ 844	\$ 9,000
63020 Equipment Fuel	\$ -	\$ 1,000	\$ -	\$ 1,000
63040 Vehicle Repairs & Maintenance	\$ -	\$ 4,000	\$ 284	\$ 4,000
63050 Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
63070 Safety / PPE	\$ 1,200	\$ 2,000	\$ 637	\$ 2,000
63090 Insurance: Commercial Automobile	\$ -	\$ 3,500	\$ 4,329	\$ 3,500
63950 Equipment Contingency Funds	\$ -	\$ 10,000	\$ -	\$ 10,000
<b>Total 63000 Vehicles &amp; O&amp;M Equipment</b>	<b>\$ 46,400</b>	<b>\$ 102,300</b>	<b>\$ 56,698</b>	<b>\$ 102,300</b>
<b>64000 Office Equipment &amp; Supplies</b>				
64005 Office Supplies	\$ 300	\$ 300	\$ 198	\$ 300
64010 Office Tools, Equipment & Maintenance	\$ 2,400	\$ 600	\$ -	\$ 600
64020 Computers, Printers & Furniture	\$ 10,000	\$ 6,000	\$ 2,250	\$ 6,000
64030 Software / SAS	\$ 12,000	\$ 17,000	\$ 2,986	\$ 17,000
64035 SCIS IT Services	\$ 5,000	\$ 12,000	\$ 1,405	\$ 12,000
64040 Insurance: Electronic Data Processing	\$ -	\$ 250	\$ 100	\$ 250
64050 Office Rental	\$ 8,360	\$ 9,000	\$ 18,000	\$ 18,000
64060 Postage & Shipping	\$ 180	\$ 90	\$ 62	\$ 90
<b>Total 64000 Office Equipment &amp; Supplies</b>	<b>\$ 38,240</b>	<b>\$ 45,240</b>	<b>\$ 25,001</b>	<b>\$ 54,240</b>
<b>65000 Personnel &amp; Benefits</b>				
65010 Salaries, Full Time	\$ 100,000	\$ 226,000	\$ 42,462	\$ 226,000
65012 Phone Allowance	\$ -	\$ 2,400	\$ 300	\$ 2,400
65020 Payroll Taxes	\$ 7,560	\$ 18,080	\$ 3,083	\$ 18,080
65030 Deferred Compensation	\$ 10,000	\$ 27,500	\$ 1,218	\$ 27,500
65040 Health Insurance	\$ 27,600	\$ 50,000	\$ 7,262	\$ 50,000
65045 Post-Employment Health Insurance Plan	\$ -	\$ 2,845	\$ 1,404	\$ 2,845

**SARPY COUNTY & CITIES WASTEWATER AGENCY**  
**FY 2023 PROPOSED BUDGET AMENDMENT #1**  
**07/01/2022 to 06/30/2023**

	<b>FY2022 Budget Amendment #1</b>	<b>Adopted FY 2023 Budget</b>	<b>Actual FY 2023 Jul-Nov</b>	<b>Proposed FY 2023 Amendment #1</b>
65050 Dental Insurance	\$ 1,440	\$ 1,800	\$ 284	\$ 1,800
65060 Life Insurance	\$ 600	\$ 110	\$ 15	\$ 110
65070 Disability Insurance	\$ 1,500	\$ 800	\$ -	\$ 800
65080 Unemployment / Benefit Payout	\$ 300	\$ 1,000	\$ -	\$ 1,000
65090 Workers Compensation Insurance	\$ 4,000	\$ 12,500	\$ 4,805	\$ 12,500
65100 Uniform Allowance	\$ 1,500	\$ 2,500	\$ -	\$ 2,500
65110 Licenses / Certifications	\$ 1,800	\$ 1,500	\$ -	\$ 1,500
65120 Books / Periodicals	\$ 400	\$ 500	\$ -	\$ 500
65130 Organizational Dues	\$ 1,200	\$ 1,800	\$ 635	\$ 1,800
65140 Professional Dev. / Conferences	\$ 1,200	\$ 2,000	\$ 1,520	\$ 2,000
65150 Travel & Lodging	\$ 1,200	\$ 2,000	\$ 207	\$ 2,000
65160 Recruitment & Onboarding	\$ 3,000	\$ 1,000	\$ -	\$ 1,000
65170 Personnel Contingency Funds	\$ 30,000	\$ 20,000	\$ (164)	\$ 10,000
65300 Reimbursement to Agency Members for Secretary & Treasurer	\$ -	\$ 24,000	\$ -	\$ -
<b>Total 65000 Personnel &amp; Benefits</b>	<b>\$ 193,300</b>	<b>\$ 398,335</b>	<b>\$ 63,031</b>	<b>\$ 364,335</b>
<b>TOTAL EXPENDITURES:</b>	<b>\$ 16,577,480</b>	<b>\$ 54,328,575</b>	<b>\$ 12,849,487</b>	<b>\$ 76,762,075</b>
<b>NET REVENUES - EXPENDITURES:</b>	<b>\$ 5,346,019</b>	<b>\$ 1,504,925</b>	<b>\$ (3,868,986)</b>	<b>\$ 1,066,084</b>
<b>ENDING MONEY MARKET BALANCE:</b>	<b>\$ 11,803,885</b>	<b>\$ 8,600,519</b>	<b>\$ 3,226,608</b>	<b>\$ 8,161,678</b>

FY 2023 Budget Amendment #1 Adopted by Agency Governing Body: 1/25/2023

FY 2023 Budget Amendment #1 Adopted by Sarpy County Governing Body: \_\_\_\_\_

FY 2023 Budget Amendment #1 Adopted by Bellevue Governing Body: \_\_\_\_\_

FY 2023 Budget Amendment #1 Adopted by Gretna Governing Body: \_\_\_\_\_

FY 2023 Budget Amendment #1 Adopted by La Vista Governing Body: \_\_\_\_\_

FY 2023 Budget Amendment #1 Adopted by Papillion Governing Body: \_\_\_\_\_

FY 2023 Budget Amendment #1 Adopted by Springfield Governing Body: \_\_\_\_\_

FY 2023 Agency Budget Amendment #1 Effective Date: \_\_\_\_\_

\*Budget becomes effective upon approval by the governing bodies of all participating entities.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
2/7/2023

COUNCIL MEETING DATE: February 7, 2023		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Bellevue University Education Collaboration Agreement

SYNOPSIS/BACKGROUND:

Through this proposed partnership, Bellevue University will match education reimbursement funds (up to \$5,250 per calendar year) that is already being provided by the City of Bellevue for coursework and certification programs, if such programs are completed through Bellevue University's Campus@Work Program.

FISCAL IMPACT::  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the amended Employee Handbook and authorize the Mayor to sign the contract for the Bellevue University Campus@Work program.

ATTACHMENTS:

- |   |   |  |
|---|---|--|
| 1. <input type="text" value="Campus@Work Collaboration Agreement"/> | 2. <input type="text" value="Financial Model Example"/> | 3. <input type="text" value="Redlined Employee Handbook"/> |
| 4. <input type="text"/>   | 5. <input type="text"/>                                 | 6. <input type="text"/>                                    |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





## BELLEVUE UNIVERSITY CAMPUS@WORK COLLABORATION AGREEMENT

This Collaboration Agreement (this “Agreement”) is made effective as of the date fully executed below (the “Effective Date”) by and between City of Bellevue, NE located at 1500 Wall Street, Bellevue, NE 68005 (“Company”), and Bellevue University, a Nebraska nonprofit corporation (“BU”) located at 1000 Galvin Road, Bellevue, NE 68005.

### RECITALS

WHEREAS, BU, located in Bellevue, Nebraska, is a not-for-profit higher education institution founded in 1966 and is accredited by The Higher Learning Commission (hlcommission.org) that develops and deploys strategic educational partnerships for various entities; and

WHEREAS, the Company and BU desire to collaboratively develop and deploy a strategic educational relationship program for Company’s employees;

NOW, THEREFORE, in consideration of the above, recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, and sufficiency of which hereby acknowledged, the parties agree as follows:

### 1. SERVICES

- 1.1. Services BU Provides to Company. BU hereby agrees to develop and deploy the Campus@Work Program tuition assistance program (“Campus@Work Program”) for Company’s Eligible Students (as defined below), along with the following additional services (collectively, the “Services”):
  - 1.1.1. Campus@Work Program, including Campus@Work tuition assistance funds, as further described below in Section 1.2.
  - 1.1.2. Web Portal. BU will provide, and Eligible Students (as defined below) will have access to, a web portal (“Web Portal”) for access to information on BU educational programs. Eligible Students must apply through the Web Portal to be eligible for the Campus@Work Program and Campus@Work Funds (as defined below).
  - 1.1.3. Articulation of Training: Optionally, BU will assess current Company training programs upon request for possible college credit at BU where applicable.
  - 1.1.4. Designated Representatives. BU will assign an account team member to coordinate its Services with the Company. Company will assign a designated coordinator as Company’s designated representative.
  - 1.1.5. Meetings: BU and Company agree that their respective designated representatives will generally meet quarterly or as otherwise agreed to collaborate on the success of the Campus@Work Program and implement changes as mutually agreed upon.
  - 1.1.6. Reporting. BU will collaborate with Company to evaluate the results, and from time to time, the progress of the Campus@Work Program.
  - 1.1.7. Promotion. Promotion and communication of the program is essential for success. BU and Company will collaborate to promote and communicate the Program to

employees. BU and Company will mutually agree upon a plan to communicate with Company employees on a recurring basis. All messaging to employees will take place through existing Company communication channels as further described below.

1.2. Campus@Work Program

1.2.1. Campus@Work Program Overview. The Campus@Work Program provides tuition assistance to Eligible Students for degree programs offered by Bellevue University and does not replace the training and development opportunities offered by Company.

1.2.2. Tuition Assistance Benefits. Subject to the limitations below, Eligible Students will receive up to \$5,250.00 per year in Campus@Work tuition assistance funds from BU ("Campus@Work Funds"). Campus@Work Funds provided by BU are in addition to any tuition assistance provided by Company.

1.2.3. Tuition Assistance Limitations. Campus@Work Funds may only be used toward the cost of BU tuition and fees and does not cover the cost of textbooks, supplies, room and board, or any other costs. After federal grants, scholarships, and corporate tuition assistance are applied, Bellevue University will contribute Campus@Work Funds. All corporate tuition assistance funds, federal/state grants, and other third-party payments (scholarships, other grants, etc.) must be fully utilized and exhausted prior to Campus@Work Funds being applied. Upon corporate tuition assistance and other funds listed above being exhausted for the calendar year, Campus@Work Funds are applied for Eligible Students who are full-time employees of Company up to a maximum of \$2,625.00 each academic term (as defined in the Bellevue University Academic Catalog), for a total annual maximum of \$5,250.00 per calendar year; for Eligible Students who are part-time employees of Company, up to a maximum of \$2,625.00 each academic term, for a total annual maximum of \$5,250.00 per calendar year; and, for Eligible Students who are the family members (as defined below) of a Company employee up to maximum of \$1,250.00 per academic term, for a total annual maximum of \$2,500.00 per calendar year. Campus@Work Funds are non-refundable. No other Bellevue University scholarships or discounts will apply.

***For illustration purposes, Campus@Work Funds are applied to the student financial statement in the following order:***

- i. Total tuition and fees amount due
- ii. Minus any Federal or State Grant Funds (Pell, SEOG, etc.) if applicable
- iii. Outside Scholarships
- iv. Minus corporate tuition reimbursement amount.
- v. Campus@Work Funds are applied to the account upon corporate tuition assistance being exhausted for the calendar year.
- vi. Any remaining amounts due are payable by the Eligible Student.

1.2.4. Eligible Students. Company's current full-time and part-time employees and their immediate family members who enroll as students at BU ("Eligible Students") will be eligible to receive Campus@Work Program Funds from BU as described in this Agreement and subject to the limitations contained herein.

1.2.4.1. For purposes of this program, "immediate family member" means an employee's spouse, children, parents, and siblings.

- 1.2.4.2. In order to receive Campus@Work Funds, Eligible Students must apply (i) via the designated Web Portal or (II) via telephone by calling 1-866-827-8467 and speaking with an enrollment counselor.
        - 1.2.4.3. In order to be eligible for Campus@Work Funds, each undergraduate participant must complete an annual FAFSA (Free Application for Federal Student Aid) application.
        - 1.2.4.4. Active full-time student status must be maintained for the duration of the program in order to be eligible for Campus@Work Funds. For purposes of this program, "active full-time student status" means that students must have a full-time enrollment status as defined in the Bellevue University Academic Catalog. Students that fall below active full-time status will no longer be eligible for Campus@Work Funds.
        - 1.2.4.5. Graduate students need only take one course, or three credit hours, to be eligible for Campus@Work Funds.
        - 1.2.4.6. In order to remain eligible, Eligible Students must meet the following academic standards:
          - 1.2.4.6.1. Undergraduate students must have a cumulative grade point average of 2.0 or higher in courses taken at Bellevue University; and have a grade point average of 2.5 or higher in the major area courses.
          - 1.2.4.6.2. Graduate students must have an overall GPA of 3.0 or higher.
      - 1.2.5. Eligible Courses. Undergraduate or graduate for-credit programs taken at Bellevue University are eligible for the Campus@Work Program, including Doctoral programs. Courses may be taken on campus or through online course offerings. Audited courses are not eligible for the education benefit.
      - 1.2.6. Requirements of Students. Company understands their Eligible Students will be treated as regular students while enrolled at BU and, unless otherwise agreed between BU and such Eligible Student, will be subject to the same policies and procedures, and have the same rights and obligations, as other students enrolled at BU.
      - 1.2.7. Campus@Work Tuition Rates. Campus@Work tuition rates may be found at [www.bellevue.edu](http://www.bellevue.edu), which may be revised annually on July 1<sup>st</sup>, at BU's sole discretion.
      - 1.2.8. Deferred Payment. BU will defer payment due dates of tuition and fees for 45 days from the end of class/session. If a student receives financial aid, the balance owed to BU will be taken out of the financial aid disbursement prior to any refund. The student is solely responsible for all tuition and fees due. Enrollment in future classes/sessions may be impacted until all outstanding balances are paid in full.
      - 1.2.9. Direct Billing. Optionally, and upon Company's request, BU will provide direct billing to the Company for payment of tuition assistance funds on behalf of Eligible Students. This assists the employee with improved cash-flow management.
    - 1.3. Promotional Activities. The parties agree to work together to promote the Campus@Work Program to Company's employees. Each party shall perform such promotional activities in compliance with all applicable laws and regulations. Each party shall bear its own costs and expenses associated with its respective promotional activities or other obligations set forth herein.
      - 1.3.1. Collaborative efforts between BU and Company to promote the Campus@Work Program include the following:

- 1.3.1.1. Company will utilize internal communication channels (as determined by Company in its sole discretion) to promote the Campus@Work Program. Such channels may include but not be limited to email, text, posters, brochures, flyers, Company intranet, employee meetings, Company social networks and chat rooms, and other communications channels;
- 1.3.1.2. The use of Company and BU logos and photos on co-branded materials, subject to the limitations and conditions specified in Section 3 below;
- 1.3.1.3. The parties will designate an executive sponsor of the Campus@Work Program to maintain consistency in communication throughout the Term of the Agreement;
- 1.3.2. Company will provide marketing guidance and input in the development and production by BU of a web portal and design of digital marketing materials communicating the Campus@Work Program to Company employees.
- 1.3.3. Company will actively promote the Campus@Work Program and the incentives offered by BU to Company employees beginning with the launch of the Campus@Work Program and quarterly thereafter to coincide with BU's four enrollment terms of Fall, Winter, Spring and Summer during the Term of the Agreement.
- 1.3.4. Company and BU will work together to develop a public announcement promoting the Campus@Work Program. Both parties will utilize their respective media outlets in good faith, including social media to maximize the exposure of the public announcement.
- 1.3.5. BU will develop and produce, at its sole expense, the Web Portal and marketing materials to be used to promote the Campus@Work Program to Company employees, in collaboration with Company.

## **2. TERM AND TERMINATION**

- 2.1. **Term.** The term of this Agreement (the "Term") shall commence upon the Effective Date of this Agreement and shall continue for an initial term of three (3) years (the "Initial Term") unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement. Thereafter, this Agreement will automatically renew for subsequent renewal terms of one (1) year (each a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.
- 2.2. **Termination.**
  - 2.2.1. Either party may terminate this Agreement without cause, upon sixty (60) days' prior written notice to the other party.
  - 2.2.2. Either party may terminate this Agreement effective immediately upon written notice to the other party if: (i) the other party dissolves, becomes insolvent, or makes a general assignment for the benefit of its creditors; (ii) a voluntary or involuntary petition or proceeding is commenced by or against the other party under federal, state or foreign bankruptcy laws; or (iii) the other party becomes insolvent, is unable to pay its debts as they become due or ceases to conduct business in the normal course. Termination of this Agreement under this Section will be without prejudice to any other remedy which may be available to a party under applicable law.
  - 2.2.3. Additionally, BU may immediately terminate this agreement if the provisions of this Agreement are found or alleged to violate any law, regulatory requirement, government agency requirement, or accrediting body requirement.
  - 2.2.4. In the event of expiration or termination of this Agreement, all Eligible Students who are enrolled at BU and receiving Campus@Work Funds under this Agreement

at that time shall be allowed to complete the then-current academic term (as defined in the BU Academic Catalog) and shall be allowed to utilize Campus@Work Funds through the end of the academic term in which the expiration or termination date occurs. The expiration or termination of this Agreement shall have no impact on students' academic status or ability to continue their education at BU; however, Eligible Students will no longer be eligible for Campus@Work Funds following expiration or termination of this Agreement except as described in this section.

2.2.5. Except for those obligations in Section 2.2.4, upon termination of this Agreement, the obligations of each respective party owed under this Agreement will immediately cease, and each party shall return to the other party (or destroy upon written request) any Pre-Existing Materials (as defined below) of such other party.

### **3. INTELLECTUAL PROPERTY**

3.1. Mutual Trademark License. Each party hereby grants to the other party a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable license, to use, display, reproduce and publish, its corporate name, trademarks, service marks, and/or trade names (including logos) (collectively, the "Trademarks"), solely in connection with promotional activities for the Campus@Work Program, as contemplated in this Agreement; provided, that such party must obtain the other party's prior written consent for each such use, which consent may be given via email notwithstanding the notice provisions herein. Each party represents and warrants that it possesses all rights necessary for the granting of the foregoing license. All rights of each party to its respective Trademarks not explicitly granted herein, are reserved by the granting party. All use of the Trademarks, and all goodwill arising out of such use, shall inure to the sole benefit of the party with ownership of the Trademarks. A Party must immediately cease use of the other party's Trademarks upon request.

3.2. Ownership of the Materials. All pre-existing materials, including, but not limited to all text, images, graphics, logos, illustrations, photographs, video, audio, and other materials, as well as the designs, icons, layout, "look and feel," and all other graphical elements, all code and software of the co-branded websites and/or web portals, if applicable, and all copyrights, trademarks, service marks, domain names, trade names, patents, and other intellectual property rights in any of the foregoing owned/controlled by a party as of the Effective Date ("Pre-Existing Materials") shall at all times remain the property of such party.

### **4. LIMITATION OF LIABILITY AND WARRANTY**

4.1. Limitation of Liability. EXCEPT IN CONNECTION WITH SECTION 5 HEREOF, NEITHER PARTY NOR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT/THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

4.2. Warranty. NEITHER BU, NOR ANY ENTITY DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH BU, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MATERIALS OR SERVICES PROVIDED BY BU HEREUNDER, ALL OF WHICH ARE BEING PROVIDED "AS IS." BU EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS,

OR TERMS, EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY STATEMENTS OR REPRESENTATIONS ALLEGEDLY MADE ON BEHALF OF BU BY ANY OTHER PERSON OR ENTITY ARE VOID.

## 5. CONFIDENTIALITY

- 5.1. Personal Information of Students. BU protects the privacy of personally identifiable information of students and education records in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, and other applicable privacy laws. Company understands and agrees that BU will not disclose personally identifiable information of students or education records, as those terms are defined under FERPA, (hereinafter collectively "Personal Information of Students") to Company or any other third party except in accordance with FERPA.
- 5.2. Confidential Information Defined. The term "Confidential Information" shall mean any and all non-public information or proprietary materials in every form and media not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "Disclosing Party") to the other party (the "Receiving Party") or that is otherwise obtained by a party because of its participation in this Agreement that has been identified as confidential, or that by its nature and/or the nature of the circumstances surrounding its disclosure ought reasonably to be treated as confidential.
- 5.3. Confidentiality. Except as expressly permitted herein, each party agrees that it will not use Confidential Information of the other party other than for performing its obligations under this Agreement and will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary and confidential information, to prevent the disclosure of Confidential Information of the other party, other than to its employees, advisors and actual or potential lenders and investors, or to its other agents who must have access to such Confidential Information for such party to perform its obligations hereunder, who will each agree to comply with this Section. Notwithstanding the foregoing, either party may disclose Confidential Information to the extent required or reasonably advised to be disclosed by law; provided that, to the extent allowed by law, such party promptly notifies the other party of such disclosure requirement to the other party and reasonably cooperates with the Disclosing Party in seeking an appropriate protective order, or otherwise waive compliance with the provisions of this Section. In any event, the Receiving Party may only disclose the Confidential Information which it is legally compelled to disclose.

## 6. MISCELLANEOUS

- 6.1. Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State of Nebraska without regard to choice of law rules. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state (or, if there is federal jurisdiction, the applicable federal) courts in and for Sarpy County, State of Nebraska, U.S.A., and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.
- 6.2. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.3. Independent Contractors. The relationship of Company and BU established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner, or joint venturer of the other.

- 6.4. Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money) will not be considered a breach of this Agreement if such delay is caused by a labor dispute; shortage of materials or labor; fire; earthquake; flood; war or other armed conflict; act of terrorism; plague, epidemic, pandemic, outbreak of infectious disease or any other public health crisis; or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.
- 6.5. Notice. Except as otherwise provided in this Agreement, any notice required or permitted to be given under this Agreement shall be validly given, made, or served if in writing and delivered by a nationally recognized overnight courier service (i.e., FedEx or United Parcel Service), by United States certified or registered first class mail, postage prepaid with return receipt requested. Notice may also be sent by email in lieu of hard-copy notice to the email addresses, if any, set forth below. Hard-copy notices are deemed to be received on the date delivered. Notices sent via email are deemed to be received when they enter the recipient's mail server. Addresses for notices (unless and until written notice is given of any other address):

<p>If to BU:  James Nekuda,  Vice President, Strategic Partnerships  Bellevue University  1000 Galvin Road  Bellevue, NE 68005  Email: <a href="mailto:nekuda@bellevue.edu">nekuda@bellevue.edu</a></p>	<p>If to Company:  <b>Name</b>  <b>Title</b>  City of Bellevue, NE  1500 Wall Street  Bellevue, NE 68005  Email: <b>enter here</b></p>
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- 6.6 Survival. The rights and obligations contained in Sections 1.2.6, 2.2.4, 2.2.5, and 3 through 5 shall survive any termination or expiration of this Agreement.
- 6.7 Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements, written or oral. This Agreement may be modified only by a written agreement signed by both parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms. Nothing in this Agreement is intended or will be construed to give any person (other than Company and BU) any legal or equitable right, remedy, or claim under this Agreement or any provision hereof. The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 6.8 Counterparts. The parties may execute this Agreement and exchange counterparts by electronic transmission (whether by facsimile, PDF, email, or other electronic transmission) and the receipt of such executed counterparts shall be binding on such parties and shall be construed as originals. A facsimile, email, or other electronically delivered signature shall be deemed to constitute original signatures. In the event that counterparts of this Agreement are executed and exchanged by electronic transmission, the parties shall promptly exchange original versions of this Agreement, but failure to do so shall not affect the binding nature of the same.

IN WITNESS WHEREOF, the parties have executed this Collaboration Agreement effective as of the day and year first above written.

BELLEVUE UNIVERSITY

CITY OF BELLEVUE, NE

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name-Authorized Representative

\_\_\_\_\_  
Printed Name-Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Bellevue

Financial Example Model

January 5, 2023

Financial Example for Discussion Only. Actual costs vary by student and program.

Major : CJUSCBS 0123 (January 2023)  
Time & Location: ONLINE

Course # & Titles	Credits	Dates	Cost	Company Reimbursement	Match	Student Amount	Calendar Yr.	Comments
<b>Term 1: 2235 Spring</b>								
General College Fee			250.00	125.00	0.00	125.00	2023	
CJUS 210: Crime and Justice in America	3	1/2/23 - 3/5/23	1320.00	660.00	0.00	660.00	2023	
CJUS 310: Crime Theory and Causes	3	1/2/23 - 3/5/23 OFF 3/6/23 - 3/12/23	1320.00	660.00	0.00	660.00	2023	
CJUS 220: Policing America	3	3/13/23 - 5/14/23	1320.00	660.00	0.00	660.00	2023	
CJUS 330: Forensics and Investigative Techniques	3	3/13/23 - 5/14/23 OFF 5/15/23 - 5/21/23	1320.00	660.00	0.00	660.00	2023	
<b>Term 2: 2237 Summer</b>								
General College Fee			250.00	125.00	0.00	125.00	2023	
CJUS 340: Criminal Law, Evidence, and Constitutional Procedure	3	5/22/23 - 7/23/23	1320.00	660.00	0.00	660.00	2023	
CJUS 410: Ethics and Values in Criminal Justice	3	5/22/23 - 7/23/23 OFF 7/24/23 - 8/5/23	1320.00	660.00	0.00	660.00	2023	
CJUS 320: Criminal Courts and Social Policy	3	8/7/23 - 10/8/23	1320.00	660.00	0.00	660.00	2023	
CJUS 420: Punishment and Criminal Sanctions	3	8/7/23 - 10/8/23 OFF 10/9/23 - 10/15/23	1320.00	505.00	815.00	0.00	2023	Student capped at \$250.00 for 2023; BU funds begin at \$2625/term
<b>Term 3: 2243 Winter</b>								
General College Fee			250.00		250.00	0.00	2023	Rates may change for 23/24 fiscal year. Used 22/23 fiscal rates.
CJUS 350: Understanding Violent Crime	3	10/16/23 - 12/17/23	1320.00		1320.00	0.00	2023	Rates may change for 23/24 fiscal year. Used 22/23 fiscal rates.
CJUS 430: Family Crime and Victimization	3	10/16/23 - 12/17/23	1320.00		1055.00	265.00	2023	Rates may change for 23/24 fiscal year. Used 22/23 fiscal rates.
CYBR 250: Introduction to Cyber Threats, Intelligence and Security	3	12/18/23 - 3/3/24	1320.00	660.00		660.00	2024	Rates may change for 23/24 fiscal year. Used 22/23 fiscal rates.
CJUS 360: Delinquency and the Juvenile Justice System	3	12/18/23 - 3/3/24 OFF 12/20/23 - 1/2/24	1320.00	660.00		660.00	2024	Rates may change for 23/24 fiscal year. Used 22/23 fiscal rates.
<b>TOTALS</b>			<b>16590.00</b>	<b>6695.00</b>	<b>3440.00</b>	<b>6455.00</b>		

Financial Example for Discussion Only. Actual costs vary by student and program.

**CITY OF BELLEVUE, NEBRASKA  
EMPLOYEE HANDBOOK**



REVISED ~~OCTOBER 5, 2021~~ FEBRUARY 7, 2023

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## I. INTRODUCTION

### A. WELCOME

Welcome to the City of Bellevue. As an employee of the City, and thus the citizens of Bellevue, you are an integral member of a team that provides efficient, high quality services to our citizens and businesses. Our team's success depends on the efforts and contributions of you and your fellow employees.

The City designed the policies and practices in this handbook to provide a fair, equitable, and competitive working environment for employees like you. This handbook explains the basic benefits available to you and outlines your general responsibilities as an employee. If, at any time, you have questions about the policies, practices, and benefits in this handbook, please contact your Supervisor or the Human Resources Director.

### B. STATUTES, COLLECTIVE BARGAINING AGREEMENTS & INDIVIDUAL EMPLOYEE CONTRACTS

If any provision of this Employee Handbook conflicts with applicable Nebraska statutes, collective bargaining agreements, and/or individual employee contracts, those statutes, collective bargaining agreements, and/or individual employee contracts take precedence over the particular provision or provisions of this handbook. Employees represented by the Bellevue Professional Management Association (BPMA), Police Command Staff Association (PCSA), Civilian Employees Association of Bellevue (CEAB), Bellevue Police Officers Association (BPOA), Bellevue Professional Firefighters Association (BPFA), and The International Association of Firefighters Local 4906, and who have entered into a labor contract with the City of Bellevue will receive benefits and wages as stated in the labor agreement. In areas where the labor agreement is silent, the employees will adhere to the provisions of the City of Bellevue Employee Handbook. In the event any current labor agreement between the City and any certified bargaining unit is terminated for any reason, the benefits and wages as outlined in the termed labor agreement will become part of the Employee Handbook as approved by the City Council.

### C. MANAGEMENT RIGHTS

This handbook supersedes prior employee handbooks and policies, and seeks to outline the City's fundamental employment policies and practices and the core benefits offered to its employees. Because the City cannot anticipate every issue or circumstance that may arise, the City maintains the authority to interpret, apply, modify, or discontinue the policies, practices, and benefits in this handbook. The City also reserves the right to adopt new policies, practices, and benefits, and authorizes its Department Directors to adopt policies, practices, guidelines, and standard operating procedures necessary to manage their departments and employees. Approved standard operating procedures may take precedence over policies laid out in this handbook.

At the direction of the City Administrator, Directors shall be responsible for the enforcement of the procedures, rules and policies of the Employee Handbook. A Director may establish supplemental employee regulations or procedures as deemed necessary for efficient and orderly administration and for maintaining the proper management of departmental functions and employees. All supplemental regulations or procedures are subject to approval of the City Administrator and a copy will be made available to each employee of the department.

**D. ORGANIZATION FOR CITY ADMINISTRATION**

**1. City Administrator**

- a. The City Administrator, as chief executive officer of the City, will be responsible for the proper administration of the activities of the City.
- b. The City Administrator will have the authority to appoint and remove all Directors and employees in all City departments (subject to Civil Service Rules and Regulations when applicable and established contracts). Positions appointed by the Mayor are only subject to removal by the Mayor.
- c. It will be the function of the City Administrator to formulate City employee policies, to prescribe procedures, and to administer these policies and procedures with the aim of facilitating personnel administration for the operating departments as efficiently as possible.
- d. Except as otherwise provided by City Ordinance or State Statute, the City Administrator, or his/her designee, will be responsible for the following:
  - i. Recruiting, interviewing, and testing job applicants;
  - ii. Ensuring all appointments are made on the basis of merit;
  - iii. Maintaining the classification plan;
  - iv. Administering the pay plan;
  - v. Keeping records of all employees;
  - vi. Ensuring adherence to grievance procedures; and
  - vii. Promoting training programs and fostering good employee relations.
- e. The City Administrator will be responsible for maintaining appropriate management among City employees.

**2. Civil Service Commission**

All present full-time firefighters and full-time police officers and future appointees to such full-time positions shall be subject to the Nebraska Civil Service Act, as codified in Neb. Rev. Stat. §19-1825, et. Seq., and the City Code.

Pursuant to Section 19-1830 of the Nebraska Civil Service Act and Section 2-250 of the City Code, the duties of the Civil Service Commission shall include testing of candidates for appointment and promotion, establishing and maintaining eligibility lists and conducting investigations and hearings regarding certain disciplinary actions against sworn full-time firefighters and full-time police officers.

## II. EMPLOYMENT POLICIES

### A. AT-WILL EMPLOYMENT

Unless you have a written employment, contract approved by the City Council and signed by the Mayor, you are an “at-will” employee. This means that your employment with the City is for an unspecified period of time and you can end your employment relationship with the City at any time. Likewise, the City can end its employment relationship with the you at any time for any lawful reason. Only the City Council has the exclusive authority to change your status as an “at-will” employee.

This handbook does not constitute a contract of employment. Statements contained in this handbook or made in the course of performance evaluations should not be construed as constituting an employment contract or an express or implied promise of continued employment.

### B. IMMIGRATION LAW COMPLIANCE

All new employees, regardless of employee classification, are required as a condition of employment to complete the Employment Eligibility Verification Form I-9. In compliance with the Immigration Reform and Control Act of 1986, the City is committed to employing only United States citizens and those who are authorized to work in the United States. The City does not unlawfully discriminate against employees or potential employees on the basis of citizenship or national origin. Employees must complete the Employment Eligibility Verification Form I-9 and present the mandated documentation establishing identity and employment eligibility. Reverification of eligibility of employment may also be required under certain circumstances. Former employees who are rehired must also complete the form and are subject to eligibility and reverification (where applicable) requirements. The E-verify system will be used to confirm work authorization.

### C. EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to the principle of equal employment opportunity and makes employment decisions consistent with this principle. The City provides equal employment opportunity to all employees and applicants without regard to age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination. In addition to federal law requirements, the City complies with applicable state and local laws governing nondiscrimination in employment in every location of the City. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, layoff, recall, transfer, discipline, leaves of absence, compensation, training, and discharge.

As part of its Equal Employment Opportunity policy, the City will also take affirmative action required by applicable laws to ensure that minorities, females, veterans, and qualified disabled individuals are introduced into our workforce and considered for promotional opportunities.

It is a violation of this policy to discriminate against any individual based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination under applicable federal, state, or local law. Any member of management who knowingly allows or tolerates discrimination is in violation of this policy.

If you believe you have been discriminated against, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisors; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or Human Resources Director.

#### **D. WORKPLACE BULLYING**

In keeping with its goals of providing a work environment that is free from discrimination and harassment, the City prohibits workplace bullying. Workplace bullying is repeated inappropriate behavior toward an individual, and may be intentional or unintentional, direct or indirect, or verbal, non-verbal, or physical.

Examples of workplace bullying include, but are not limited to:

1. Disregarding, excluding, ignoring, isolating, or singling out an individual in the work environment and at work-related activities.
2. Humiliating, insulting, ridiculing, and/or making abusive or offensive remarks to an individual.
3. Threatening to take corrective action against or discharge an employee for undocumented or unsubstantiated reasons.
4. Interfering with an individual's ability to perform his/her job by assigning meaningless or menial tasks, setting unachievable deadlines or goals, providing ambiguous instructions, or withholding information.
5. Raising one's voice, shouting, and/or yelling at an individual.
6. Assaulting, hitting, kicking, pinching, poking, pushing, shoving, tripping, and/or other unwanted physical contact or the threat of such contact to person or property.
7. Criticizing on matters unrelated or minimally related to an individual's job duties or job performance.
8. Creating and/or spreading gossip or rumors about an individual.
9. Refusing or withholding reasonable requests for vacation leave, sick leave, or other leaves of absence.

Any member of management who knowingly allows or tolerates workplace bullying is in violation of this policy. If you believe you have been bullied against, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or Human Resources Director.

#### **E. HARASSMENT-FREE WORKPLACE**

The City strives to create and maintain a work environment wherein people are treated with dignity, decency, and respect by all other employees currently employed by the City.

1. **Unlawful Harassment/Discrimination:** The City strives to maintain a work environment that is free from all forms of unlawful harassment based on age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other characteristic protected by applicable federal, state, or local law (referred to in this policy as a "protected characteristic"). This policy prohibits unlawful harassment based on any of these protected characteristics occurring before, during, or after work hours and regardless of whether

it occurs on City property. The City's Harassment-Free policy also encompasses any and all forms of harassment or bullying, through social media sites or other electronic communication outlets. These forms of communication include, but are not limited to, email, text messaging, instant messaging, and social networking sites such as Facebook, Twitter, Instagram, and LinkedIn. Unlawful harassment may encompass a wide variety of verbal, non-verbal, and physical behaviors, which may be sexual or non-sexual in nature.

- a. **Non-sexual harassment** is conduct that is offensive, threatening, intimidating, or shows hostility toward an individual because of a protected characteristic. Non-sexual harassment means unwelcome conduct of a severe or pervasive nature that: (1) unreasonably interferes with an employee's work performance; (2) creates an abusive, intimidating, hostile, or offense work environment; or (3) is made a condition of employment.

- i. Examples of non-sexual harassment include, but are not limited to:

1. Belittling, denigrating, insulting, or ridiculing an individual or an individual's group based on a protected characteristic.
    2. Making derogatory or offensive comments, epithets, jokes, labels, slurs, or stereotypes that are based on a protected characteristic.
    3. Sharing or displaying photographs, cartoons, pictures, videos, recordings, jokes, or objects that show hostility toward an individual or group's protected characteristic.

2. **Sexual Harassment:** Sexual Harassments means unwelcome sexual conduct of a severe or pervasive nature that unreasonably interferes with an employee's work performance or creates an abusive, intimidating, hostile, or offensive work environment. Sexual harassment includes unwelcome sexual advances and/or propositions, requests and/or pressures for sexual favors, physical contact of a sexual nature, sexually explicit language and/or gestures, and other conduct of a sexual nature when such conduct is used as the basis for employment decisions or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

- i. Examples of sexual harassment not previously mentioned include, but are not limited to making, showing, sharing, and/or distributing:

1. Sexual innuendos, comments, or remarks.
    2. Lewd, obscene, vulgar, or sexually suggestive or demeaning gestures, looks, or remarks.
    3. Forced, or the threat of forced, sexual assault, intercourse, or molestation.
    4. Pornographic or sexually explicit material, including photographs, cartoons, pictures, videos, recordings, jokes, or objects.
    5. Uninvited physical contact such as brushing up against, cornering, fondling, hugging, kissing, patting, pinching, poking, rubbing, tickling, or touching another.

3. **Harassment:** Harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any other person working for or on behalf of the City.
  - i. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.
    1. Unwelcome conduct of a severe or pervasive nature that:
      - i. Unreasonably interferes with an employee's work performance;
      - ii. Creates an abusive, intimidating, hostile, or offensive work environment; or
      - iii. Is made a condition of employment.
    2. Belittling, denigrating, insulting, or ridiculing an individual.
    3. Making repeated comments that are offensive or unwelcome.

Any member of management who knowingly allows or tolerates harassment of any kind is in violation of this policy.

If you believe you have been harassed, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

## F. WORKPLACE VIOLENCE

The City is committed to providing a work environment that is safe and free from acts of violence or threats of violence through our zero-tolerance workplace violence policy. The City prohibits actual or threatened violence against or by employees, citizens, and vendors of the City.

Examples of prohibited conduct include, but are not limited to:

1. Assaulting
2. Damaging property
3. Fighting
4. Harassing
5. Injuring
6. Intimidating
7. Pushing/shoving
8. Threatening
9. Any other behavior that could reasonably cause an individual to fear for his/her safety

The City further prohibits non-public safety employees (i.e. Fire Department and Police Department employees) from possessing or carrying of any explosive, gun, knife, or other weapon or object capable of causing serious bodily injury while on City property (City building, facility, vehicle or equipment) or while performing work as a City employee. Employees that have a legitimate business need may carry tools or knives that have been pre-approved for use. This applies to all non-public safety employees including those with valid concealed carry permits.

Any member of management who knowingly allows or tolerates workplace violence is in violation of this policy.

You must report any actual or threatened violence to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. If necessary, call 911. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

**G. HARASSMENT, BULLYING AND WORKPLACE VIOLENCE COMPLAINT AND INVESTIGATION PROCEDURE**

Should an instance of bullying, harassment or workplace violence occur, both the employee and the City play a vital role in correcting the bullying, harassment or workplace violence. No employee will be retaliated against for complaining of bullying, harassment or workplace violence.

Any employee is initially responsible for communicating any bullying, harassment or workplace violence to their immediate supervisor, their department Director or the Human Resources Director. Any employee who believes he or she is being bullied or harassed is encouraged to communicate the offensive behavior to the person responsible for the behavior and, request that the offensive behavior stop.

1. **Notification:** Any employee who is not comfortable in directly approaching the person responsible for the bullying, harassment, or workplace violence or whose request to stop was unsuccessful should notify any one or all of the following:
  - a. Their Director;
  - b. Human Resources Director; and/or
  - c. Immediate Supervisor.
  - d. Notify the Police Department (402) 293-3100 or call 911 if in immediate danger.

The City is responsible for correcting bullying, harassment or workplace violence. When one of the supervisory individuals mentioned above is notified or becomes aware of possible bullying, harassment, or workplace violence, such supervisory individual shall notify the Human Resources Director within five (5) working days. The Human Resources Director will contact the employee who reported the bullying, harassment, or workplace violence and request that they draft a written complaint outlining the behavior and complaint and provide a copy back to the Human Resources Director. Upon receiving a written complaint, the Human Resources Director shall forward a copy of the same to the City Administrator. After receiving the written complaint, the City Administrator or a designated representative is responsible for ensuring that a prompt investigation occurs in accordance with the procedures outlined below.

2. **Corrective and/or disciplinary action** will be taken whenever:
  - a. Any bullying, harassment or workplace violence has occurred; or
  - b. When a Supervisor has known or should have known of the bullying, harassment, or workplace violence behavior and the Supervisor failed to take action to stop such bullying, harassment or workplace violence.

3. **Investigation:** If applicable, the Director, Human Resources Director, City Administrator, or his/her designee in conjunction with the City Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The City Administrator has the option of consulting with or hiring an outside independent agency to perform the investigation and make findings of act with respect to the bullying, harassment, or workplace violence complaint or has the option to assign the investigation to be completed by an individual employed within the City. Hereafter in this policy the designated representative of the City to conduct the investigation will be referred to as the "City Investigator". The City Administrator or his/her designee also reserves the right to dismiss the complaint without investigation if he/she deems appropriate or there are insufficient facts or allegations presented to warrant an investigation, or that the complaint is not in compliance with other departmental policies and timelines for filing. The investigation will be conducted quickly, thoroughly and confidentially, and every effort will be made to protect the rights of the accuser, as well as the accused.
- a. The following procedures will be followed in the investigation of a complaint of harassment, bullying, or workplace violence:
- i. Where practical, the investigation will begin the day the conduct is reported or discovered;
  - ii. The employee shall put the complaint in writing;
  - iii. The complaint will be provided to the accused;
  - iv. The complainant and the accused will be notified in writing of the assigned City Investigator;
  - v. The City Investigator will interview the employee complaining in a private area. The interview will be thoroughly documented and reviewed for accuracy with the employee at the end of the interview.
  - vi. The City Investigator will interview the accused alleged harasser in a private area. The interview will be thoroughly documented and reviewed for the accuracy with the employee at the end of the interview.
  - vii. The City Investigator will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with each witness interviewed. Each witness will be advised of the requirement to maintain the interview confidential so as to protect the rights of all parties involved. Any employee witness who fails to maintain confidentiality will be subject to disciplinary action. The City Investigator shall have the power to compel the attendance and statements of witnesses that are City Employees for the investigation of said complaint that may come before the City Investigator. If a City Investigator compels a witness to attend an interview, the witness shall receive at least forty-eight (48) hour notice prior to the interview, unless extenuating circumstances arise and the City Administrator authorizes an interview and waives said notice. All witnesses interviewed will have the right to have their attorney and/or union representative present if they so desire. All witnesses are required to be truthful and forthcoming with information during interviews. Any employee witness who fails to attend and/or provide a statement will be subject to disciplinary action.
  - viii. All interviews of the complainant, accused, and any employee witness will be typed and provided to the interviewee to review for accuracy. After review for accuracy, the statements shall be signed by the interviewee.

The City Administrator, or his/her designee, has the authority to place an employee on paid or unpaid Administrative Leave during the investigation process. The employee will retain all benefits, leave and pay during this period. The employee shall be available during their regularly scheduled hours of work to be contacted to meet with appropriate City officials and the City Investigator.

4. **Investigation Results** Upon completion of a thorough investigation, the City's Investigator will determine whether the complaint is substantiated or unsubstantiated.
  - a. **Substantiated Complaint:** If it is determined that there is evidence to substantiate the complaint, disciplinary action will be taken up to and including termination. The disciplinary action taken will depend upon the severity of the offense. A record of disciplinary action taken will become part of the accused employee's personnel file. Once disciplinary action is taken the Director and/or City Administrator will ensure its effectiveness by continuing to monitor the situation. Any substantiated claim that violates the City's "Workplace Violence" policy will be grounds for immediate termination. Workplace violence offenses are not subject to the progressive discipline process.
  - b. **Unsubstantiated or Inconclusive Complaint:** If it is determined that the complaint is unsubstantiated or if investigators are unable to conclude whether any offense did or not occur, the City's policy against bullying, harassment, and workplace violence will continue to be enforced and the complainant will be encouraged to come forward again if he or she perceives any further bullying, harassment, or workplace violence.
  - c. **Exonerated:** If it is determined that the allegations in the complaint did occur but that the employee involved acted lawfully and properly, the complaint will be closed with a finding of exonerated and the City's policy against bullying, harassment, and workplace violence will continue to be enforced and the complainant will be encouraged to come forward again if he or she perceives any further bullying, harassment, or workplace violence.

The complainant will be notified as to what complaints were "substantiated", "unsubstantiated", "exonerated" or "inconclusive" only.

An investigation report will be prepared by the City's Investigator which summarizes all interviews and conclusions and will be provided to the employee's department Director. The Director shall then make a recommendation for any disciplinary action (if applicable) to the City Administrator. The City Administrator shall then decide the disciplinary action (if applicable) to be taken and notify the accused of the same. The City Administrator will follow the steps provided for regarding a *Loudermill* hearing if applicable. This report, along with notes, written complaints, statements and copies of relative documents will be maintained in a separate, confidential file in the City Attorney and Human Resources Director's office.

## H. DISABILITY ACCOMMODATIONS

The City is committed to providing equal employment opportunities to individuals with disabilities, as stated in the Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act (“ADAAA”). Accordingly, we do not discriminate against qualified individuals with disabilities in regards to, but not limited to, application procedures, hiring, advancement/promotion, layoff, recall, transfer, discharge, discipline, leaves of absence, compensation, training or other terms, conditions and privileges of employment. The City complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

- 1. Eligibility:** The City will engage in the interactive process to find reasonable accommodations for qualified individuals with a disability to enable them to perform the essential functions of a job, unless doing so causes an undue hardship to the City, or a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation. Because the process is interactive, the City expects your full cooperation by providing relevant information and, if necessary, your consent to contact and obtain relevant information from your health care providers.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other employee or applicant.

All employees are required to comply with City safety standards. Current employees who pose a direct threat to the health and safety of themselves or other individuals in the workplace will be placed on appropriate leave until the City can make a lawful and reasonable decision in regard to continued employment.

Individuals who are active illegal drug users are excluded from coverage under the City’s Americans with Disabilities Act (“ADA”) policy.

- 2. Procedures:** The City’s Personnel department is responsible for implementing this policy, including requests for and resolution of reasonable accommodations, safety and direct threat determinations, and undue hardship issues. All requests for reasonable accommodations should be presented to the Human Resources Director. Once you submit a reasonable accommodation request, you will need to meet with the Human Resources Director and/or complete a written request for accommodation to provide the City with information about the nature and extent of your disability, any medical treatment you have received for your disability, and any reasonable accommodations you suggest. The City may also contact your health care providers to verify the nature and extent of your disability and to request relevant medical information and records and accommodation suggestions. The City will rely on all information gathered to determine whether you are a qualified individual with a disability and whether a reasonable accommodation under the law exists.

**3. Terms Used in the Policy:** As used in the ADA policy, the following terms have the indicated meaning:

“Disability” means a physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment or being regarded as having such an impairment.

“Major life activities” include the following: caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

“Major bodily functions” is a term included in the American with Disabilities Act Amendment Act (“ADAAA”), and may include physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness, and specific learning disabilities.

“Substantially limiting” means, in accordance with the ADAAA final regulations, the determination of whether the impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment such as cancer that is in remission but that may possibly return in a substantially limiting form is also considered a disability under EEOC final ADAAA regulations.

“Direct threat” means a significant risk to the health, safety or well-being of individuals with disabilities or others when the risk cannot be eliminated by reasonable accommodation.

“Qualified individual” means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

“Reasonable accommodation” includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified work schedules; telecommuting; reassignment to a vacant position; acquisition or modification of equipment or devices; appropriate adjustment or modifications of examinations, training materials or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.

“Undue hardship” means an action requiring significant difficulty or expense by the City. In determining whether an accommodation would impose an undue hardship, factors to be considered include:

- The nature and cost of the accommodation.
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
- The overall financial resources of the employer; the size, number, type and location of facilities.
- The type of operations of the City, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- The impact of the accommodation on the operation of the facility.

“Essential functions of the job” refers to those job activities that are determined by the City to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions considered to be disabilities, impairments or reasonable accommodations covered by the City’s ADA/ADAAA policy.

**I. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The City affords eligible employees with leave under the Family and Medical Leave Act (“FMLA”) and posts the Department of Labor’s (“DOL”) Notice about the FMLA. The City’s policy and posting provide a general description of the FMLA and employees’ basic FMLA rights and responsibilities. Should any conflict arise between this policy and applicable law, the City will provide employees with all rights under the law. If you have questions, concerns, or disputes with this policy, you must contact the Human Resources Director in writing.

1. **Eligibility:** To be eligible for such leave, an employee must have worked for the City for:
  - a. at least 12 months, which need not be consecutive provided that any break in service does not exceed seven years; and,
  - b. at least 1,250 hours during the 12-month period immediately before the date the leave will begin. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
  
2. **Length of & Reasons for Leave:** Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:
  - a. the birth or adoption of a child, or placement of a child for foster care within one year of the birth, adoption or placement;
  - b. to care for a spouse, child, or parent who has a serious health condition;

- c. for a serious health condition that renders the employee unable to perform the essential functions of his/her job; and,
- d. for a qualifying exigency when a spouse, child, or parent is a military member on covered active duty or called to covered active duty.

Spouses who both work for the City and who each wish to take leave for the birth or adoption of a child, for placement of a child for foster care, or to care for a parent with a serious health condition may only take a combined total of 12 weeks of unpaid leave.

Eligible employees may take up to 26 weeks of unpaid leave during any 12-month period to care for a covered servicemember with a serious injury or illness when the employee is the covered servicemember's spouse, child, parent or next of kin. This leave is also known as military caregiver leave. The City will deduct from the 26 weeks of military caregiver leave any leave already taken for other FMLA reasons. Spouses who both work for the City and who each wish to take military caregiver leave may only take a combined total of 26 weeks of unpaid leave.

Eligible employees may take FMLA leave on a continual or intermittent basis, or to reduce their schedules. However, in no case shall leave exceed a total of 26 weeks for military caregiver leave, or a total of 12 weeks for all other FMLA leave. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care. For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

3. **Benefits & Conditions of Leave:** All qualifying employees utilizing FMLA must concurrently use all sick leave first, and once sick leave is exhausted, shall be required to use all other paid leaves concurrently. Once paid leave is exhausted, FMLA leave will be unpaid. Employees using FMLA leave for a qualifying exigency when a spouse, child or parent is a military member on covered active duty or called to covered active duty must first use all vacation and other paid leave until exhausted, after which FMLA leave will be unpaid.

The City will continue an employee's health, dental, and life insurance benefits while on FMLA leave at the same level and under the same conditions as if the employee continued working. The City will continue to withhold insurance premiums from the paychecks of employees using paid leave while on FMLA leave. Employees who exhaust paid leave while on FMLA must submit insurance premium payments directly to the Human Resources Director. The City's insurance providers may discontinue an employee's insurance coverage if the employee fails to pay his/her insurance premiums by the 1st day of each month while on FMLA leave. The City will notify the employee 15 days in advance of a loss of insurance coverage.

4. **Notification and Certification:** Employees who wish to take FMLA leave must submit written notice of the need for leave to the Human Resources Director. When the need for leave is foreseeable, employees must provide 30 days advance notice. When the need is unforeseeable, or the need for leave arises less than 30 days in advance, employees must provide notice as soon as practicable, normally either the same day or the next business day. Employees who

are absent from work while on sick leave for five or more consecutive work days must notify the Human Resources Director in writing of such absences. Supervisors must also report employee absences of five (5) days duration, or longer.

Within five business days after receiving notice of the need for FMLA leave or notice of five consecutive absences for sick leave, the Human Resources Director, or his/her designee, will provide the employee with the DOL's Notice of Eligibility and Rights Form WH-381. This notice will advise the employee if he/she is eligible for FMLA leave and if the absence or expected absence qualifies as FMLA leave.

The Human Resources Director, or his/her designee, may need more information to determine whether the absence or expected absence qualifies as FMLA leave. In that case, the Human Resources Director, or his/her designee, will identify and request the information needed, which may include certification of a serious health condition of the employee or his/her family member, a serious injury or illness of a covered servicemember, or a qualifying exigency for military family leave. The Human Resources Director, or his/her designee, will use one of the DOL's forms when requesting these certifications. The employee must respond to a certification request within 15 calendar days of receiving it, or provide a reasonable explanation for the delay. The City may deny leave if the employee fails to provide sufficient information in a timely manner. Any fees that might be incurred for initial certification will be the sole responsibility of the employee.

Within five business days of receiving a completed certification, the Human Resources Director, or his/her designee, will provide the employee with a Designation Notice using the DOL's Form WH-382. This notice will: (1) designate leave as FMLA leave and state the amount of leave that the City will count against the employee's FMLA leave entitlement; (2) decline to designate leave as FMLA leave; (3) identify additional information necessary to determine whether leave qualifies as FMLA leave; or, (4) state the City's intention to exercise its right to obtain a second or third opinion regarding the serious health condition of the employee or his/her family member.

If the City requests a second opinion, it will designate the health care provider. If the second opinion conflicts with the original medical certification, the City will require a third and final opinion from a health care provider mutually selected by the City and the employee. The City will pay the cost of obtaining a second and/or third opinion, and will provisionally place the employee on FMLA leave pending the outcome of the opinion. The employee and/or his/her family member must cooperate with, and provide relevant medical information to, any health care provider rendering a second or third opinion. The City may deny FMLA leave, or take other action, if the employee or his/her family member fails to provide such information.

The Human Resources Director, or his/her designee, may directly contact the health care provider of the employee or the employee's family member to verify or clarify information. Before doing so, the Human Resources Director, or his/her designee, will ask: (1) the employee to provide any necessary clarification; and (2) ask the employee or his/her family member to authorize, in writing and in accordance with HIPAA Medical Privacy Rules, his/her health care provider to release clarifying information to the Human Resources Services Director, or his/her designee. At no point in time will the City use the employee's direct supervisor for this contact.

The City may request recertification for the serious health condition of an employee or his/her family member in the following circumstances:

- a. Every 6 months;
  - b. Every 30 days when circumstances have changed significantly;
  - c. Upon receiving information that causes doubt as to the reason for the absence; or,
  - d. When an employee seeks an extension of FMLA leave
5. **Return to Work:** Before returning to work from FMLA leave, an employee must notify the Human Resources Director of his/her intent to return to work. The Human Resources Director, or his/her designee, may require an employee on leave for a serious health condition to provide a medical certification verifying that he/she is able to perform the essential functions of his/her job.
6. **Terms Used in the Policy:** As used in this FMLA policy, the following terms have the indicated meaning:

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider. This includes any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

“Serious injury or illness” means: (1) for members of the Armed Forces, an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty), and that may render them medically unfit to perform the duties of his/her office, grade, rank or rating; and, (2) for veterans who were members of the Armed Forces at any time during the five-year period before the date on which the veteran undergoes medical treatment, recuperation, or therapy, a qualifying injury or illness that was incurred in the line of duty, while on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty while on active duty), and that manifested itself before or after the member became a veteran.

“Covered servicemember’s child” means a covered servicemember’s biological, adopted, step or foster child, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

“Covered servicemember’s parent” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember.

“Covered servicemember’s next of kin” means the nearest blood relative, other than the covered servicemember’s spouse, parent, or child, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the servicemember’s next of kin

and, either consecutively or simultaneously, may take FMLA leave to provide care to the covered servicemember. When such designation has been made the designated individual shall be deemed to be the covered servicemember's only next of kin.

"Qualifying exigency" means: (1) issues arising from a covered military member's short notice deployment for a period of seven days from the date of notification; (2) military events and related activities; (3) child care and related activities arising from the active duty or call to active duty status; (4) activities related to making or updating financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and, (8) any other event that the City and the employee agree is a qualifying exigency.

"Covered active duty" means: (1) for members of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and, (2) for members of the reserve components of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.

"Covered servicemember" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or, (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Eligible employees under this provision may not take leave under this provision to care for members on the permanent disability retired list.

## **J. HIPPA**

The City complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and follows all of the guidelines regarding the protected health information of employees, dependents and patients. To view the City's HIPAA Notice of Privacy Practices employees can go to the company intranet or request a copy from the Human Resources Director. If an employee feels that their privacy rights have been violated a written complaint must be filed with the Human Resources Director.

### III. GENERAL POLICIES & PRACTICES

#### A. CONFLICT OF INTEREST

The City prohibits employees from having any interest in or engaging in any transaction, employment, activity, or enterprise that conflicts with their duties.

Examples of a conflict of interest include, but are not limited to:

1. Violation of the City's Code of Ethics/Conflict of Interest Policy contained in Appendix A of this handbook.
2. Acceptance of money, loans, gifts, or other substantial consideration from persons doing business with the City when intended or appearing to improperly influence the official relationship between the recipient and the donor.
3. Use of the City's property, premises or resources, or use of the employee's official position with the City, for private gain or to secure unwarranted privileges or exemptions for themselves or others.

#### B. ELECTRONIC COMMUNICATIONS

The City may provide computers, e-mail, internet and intranet access, voicemail, telephones, radios, and cellular phones to employees. These devices and systems are City property for use in conducting City business. The City expects employees who use City property and systems to protect them from loss, damage or theft and to immediately report to their department Director or the City Administrator all losses, damage, theft or repair needs. Employees may occasionally use them for personal matters during non-working time or in emergency situations, but at no time may employees use them for private business matters. Under no circumstances will a member of the general public, a Director, a City employee or a member of City Council have to wait for assistance as a result of a personal telephone call, text, email, or any other type of communication.

**Prohibited Use:** Furthermore, unless through the course of legitimate work activity, employees may not use these devices and systems to download, transmit, store, view, or retrieve information that:

1. Contains abusive, discriminatory, harassing, illegal, intimidating, profane, pornographic, sexually explicit, or offensive content.
2. Violates City policy or any federal, state, or local law or regulation.

The City Administrator or his/her designee reserves the right to access at all times information and communication, to monitor and regulate the use of its electronic devices and systems, and has the right to review information submitted via City computers, Internet and intranet, e-mail, and cellular phones. Employees should have no expectation of privacy when transmitting, storing, viewing, or retrieving data and information on City computers, Internet and intranet, e-mail, and cellular phones with the exception of the Legal Department wherein all communications will be considered privileged or private. Please note that sharing computer passwords is strictly prohibited. Passwords are considered confidential and are restricted City information. Failure to adhere to the requirement to protect your password may lead to disciplinary action. All offices, desks, files and so forth are the property of the City of Bellevue and are issued for the use of employees only during the course of their employment with the City. Inspections may be conducted at any time at the sole discretion of the City Administrator. All e-mail communications are subject to search with or without notice.

**C. RETURNING TELEPHONE CALLS**

Employees are expected to return calls from the public the same day if possible, but in no instance any later than one (1) business day after the call was received. Providing a written response to public telephone calls, if required, must be done within five (5) business days of the citizen's request.

**D. INTRODUCTORY PERIOD**

The first six (6) months from the date of hire, promotion, demotion, or transfer to a different position with the City is your introductory period. Certain departments and bargaining units have different timelines and requirements in place. A collective bargaining agreement will override this section where applicable. This period is an opportunity for you to determine if your job with the City is suitable for you. Likewise, this period is an opportunity for the City to observe your skills, abilities, performance, and attitude and determine whether they are suitable for the City. Upon completion of the initial introductory period, you will receive notice of your successful completion or notice of termination. Successful completion of the introductory period does not guarantee continued employment with the City or otherwise affect your status as an "at-will" employee. The introductory period is not to serve as a guaranteed length of employment. If the City should decide that your skills, abilities, performance, attitude, or other factors are not satisfactory, you could be subject to termination prior to completing the six (6) month introductory period.

- 1. Nature, Purpose and Duration:** Every non-sworn person employed by the City will serve an introductory period for the first six calendar months of his or her employment, promotion, demotion, transfer or re-employment. Every sworn person employed by the City will serve an introductory period for one calendar year of his or her employment or re-employment. Sworn employees will follow the introductory period provisions as outlined in their respective collective bargaining agreements.

The purpose of the introductory period is to permit the Supervisor and Director to closely observe and evaluate the capabilities and willingness to work of the new employee. During this time, Supervisors will encourage and assist the new employee in making a successful adjustment to the job.

An introductory employee may be dismissed at any time if, in the judgment of the immediate Supervisor and Director, the quality of the employee's work or the employee's attitude do not warrant continuation of employment.

- 2. Appointment or Termination:** The Director will prepare an introductory period evaluation to cover the introductory period. This evaluation will let the employee know if they have satisfactorily completed the introductory period and are being appointed or if it has been determined that the services of the employee have not been acceptable and are being terminated. Appointment of an employee who has satisfactorily completed the introductory period will begin with the date following the date ending the introductory period. Termination of an employee will be effective immediately upon notice.

If at any time during the introductory period it is determined that the services of the employee have not been of acceptable quality, the Director will notify the employee in writing of the date his or her services are to be terminated. A copy of the termination notice will be forwarded to the City Administrator.

3. **Promotions During Introductory Period:** The serving of an introductory period will not prevent an employee from being appointed to a position of a higher classification.

If an employee is promoted during the introductory period, the introductory period for the class of position to which the employee is promoted will begin on the date of appointment to such latter classification.

4. **Reassignment During Introductory Period:** Reassignment of an employee during their introductory period will be approved by the City Administrator prior to the reassignment.
5. **Leave During Introductory Period:** An introductory employee will accrue sick leave and vacation leave during this period and may utilize both to the extent is has accrued.

#### **E. JOB POSTINGS AND PROMOTIONS**

The City believes in providing its employees with promotional opportunities and will normally post job vacancies internally. However, when in the City's best interest, the City will post job vacancies internally and externally to allow non-employee candidates the opportunity to apply. If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).

#### **F. UPGRADES**

It may become necessary to modify an existing job description in order to address changes in the work environment or work responsibilities. If these changes result in the employee's position being placed in a higher job grade, the employee shall be moved to a step that is most equal to their current rate, without being reduced. If an employee feels that their job duties have substantially changed and may warrant an upgrade, it is the employee's responsibility to notify their manager and request reevaluation.

#### **G. MEDIA POLICY**

The City utilizes the Media Policy as described in [Appendix B](#) of this handbook.

#### **H. NEPOTISM**

The City is committed to hiring the most qualified applicants for job vacancies. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the City will hire or consider other employment actions concerning family members of persons currently employed only if: a) candidates will not be working directly for or directly supervising a family member, and b) candidates will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct employment action to the family member. Such decisions include hiring, retention, transfer, promotion, wages, disciplinary actions, and leave requests. This policy applies to all current employees and candidates for employment.

"Family member" is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and co-habiting couples or significant others.

Temporary supervision of a family member may be allowed with pre-approval from the City Administrator. This temporary supervision will be permissible in events, including but not limited to, call back duty, extended medical leave or 1 week or more of vacation at a time. At no time during that period will the supervisor be allowed to initiate or participate in decisions involving a direct employment action to the family member. Such decisions include hiring, retention, transfer, promotion, wages, disciplinary actions, and leave requests.

If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer to a position for which they are qualified for, or a change in the reporting relationship. Such changes must be recommended by the Human Resources Director and approved by the City Administrator. If a decision cannot be made by the affected employees within 14 days of reporting, reassignment will be made on direction of the department Director and the Human Resources Director.

#### **I. NON-FRATERNIZATION**

The City of Bellevue strives to provide a work environment that is respectful, fair and free of unlawful harassment and discrimination. The City desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships with employees within the City. Fraternization between employees becomes a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the City of Bellevue; or harming the goodwill and reputation of the City of Bellevue in the community at large. Further, personal relationships may create a conflict of interest, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, and morale. Therefore, this policy applies to all employees, as defined below. This policy does not restrict participating in labor unions or other labor or civil rights organizations.

For purposes of this policy the following definitions should apply:

1. "Employee" shall mean any person employed by the City of Bellevue in any capacity.
2. "Personal Relationship" shall mean dating, cohabitation, marriage and/or having an intimate sexual relationship. Dating includes, but is not limited to casual dating, serious dating, casual sexual involvement where the employees have no intention of carrying a long-term relationship, cohabitation and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation or gender of the employees involved.

In keeping with its commitment to provide equal opportunity to all City employees and in order to avoid potential conflicts of interest, favoritism, exploitation, harassment or breaches of professional standards, the City of Bellevue prohibits personal relationship as defined above unless the personal relationship is reported to as outlined below.

**Reporting and Review:**

- a. **Reporting:** Any employee who becomes aware of or is involved in such a personal relationship shall have the obligation to report, in writing, such personal relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the City Administrator and Human Resources Director within five (5) calendar days.

If at the time of the implementation of this policy a personal relationship exists, the same must be disclosed to the City Administrator and Human Resources Director within ten (10) days of signing receipt of this Employee Handbook.

- b. **Review:** The City Administrator shall review, with the assistance of the Human Resources Director, if any personal relationship between employees creates potential for misunderstandings, actual or potential conflicts of interest, potential complaints of favoritism, potential claims of sexual harassment, has the potential to effect employee morale, potential for creating a hostile work environment, potential for harassing, demeaning, unprofessional work environment, or presents concerns regarding supervision, safety, security and/or morale or if it impairs the work for any employee and/or dissension problems that can potentially result from personal relationships between employees within the City.

If it is determined by the City Administrator that there is a potential for any of the above circumstances as described that arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment within the City. The individuals involved will be given the opportunity to decide who would transfer and if no decision is made by the individuals within 15 calendar days, the City Administrator may determine who will be transferred. The City of Bellevue reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in personal relationships that may affect terms and conditions of employment.

If fraternization between employees leads to actual conflicts or issues in the work place, the individuals involved may be subject to disciplinary action.

In all circumstances, consent by the parties may not be considered a defense against a charge of fraternization if any proceeding conducted under this policy or Employee Handbook.

**J. LACTATION/BREASTFEEDING POLICY**

Breastfeeding employees are allowed to express milk during work hours using their normal breaks and meal times. If time should be needed beyond the usual break times, employees may use other forms of paid leave. A private room (not a toilet stall or restroom) will be available for employees to express milk.

**K. OUTSIDE EMPLOYMENT**

Employees may engage in outside employment so long as that employment does not create a conflict of interest or a conflict with the performance of his/her duties with the City. Employees that do engage in outside employment must report the place of business and type of position to their Department Director.

**L. PERFORMANCE MANAGEMENT**

The foundation of Performance Management begins with the City of Bellevue's mission, vision, statement, goals, and core values. The basic purpose of Performance Management is to: understand what work is to be accomplished; plan together how work will be accomplished; and determine together whether employee performance achieved the expectations of their job description as well as City policy. The information obtained during the Performance Management process will be used to determine overall job performance. The City utilizes the Performance Evaluation Form as found on the City intranet.

**M. CONFIDENTIALITY**

Upon accepting employment with the City of Bellevue, employees must act in such a manner that would reasonably provide for the nondisclosure or use of any confidential information, either during or after employment. Employment assumes an obligation to maintain confidentiality, and this applies after leaving City employment as well. City employees who do not maintain confidentiality of sensitive and restricted City information could be subject to disciplinary action up to and including termination. Employees acknowledge that all confidential business information, personal information, and other employee personnel information ("Protected Information") that an employee may obtain as part of their job function while employed by the City shall be deemed confidential and proprietary to the City. Employees shall maintain the confidentiality of such Protected Information whether or not the Protected Information falls within the definition of confidential information in any other agreement between the City and Employee.

**N. RECORDINGS**

The City of Bellevue has a strong interest in maintaining a safe and secure working environment.

For these reasons, an employee may only use electronic recording devices in the work environment if:

1. All employees that may be recorded have been informed in advance; or
2. The City Administrator or Department Director has authorized the recording as part of an internal affairs investigation, criminal investigation, or other work-related purpose.

Examples of electronic recording devices include, but are not limited to, cellular telephones, digital cameras, stand-alone video cameras, Internet accessible webcams, video recorders, audio recorders, body-cameras, dash-cameras and software designed to monitor computer use by a specific user.

The employee(s) being recorded may also record the interaction or conversation.

This policy is not intended to infringe on an employee's right to engage in activity protected by law.

A violation of this policy may result in disciplinary action, up to and including termination.

**O. ADMINISTRATION OF DOCUMENTS**

Appropriate handling and maintaining confidentiality of City documents is a requirement. Each staff member who handles department documents is responsible for maintaining confidentiality and to effectively manage retention of assigned documents. If employees are questioned by someone outside the City regarding confidential City information, the request should be referred to the City Administrator for approval.

No one is permitted to remove or make copies of confidential City records, reports or documents without prior Supervisor approval. Any documents covered under public record laws are excluded under this policy. Disclosure of confidential information could lead to disciplinary action up to and including termination, as well as other possible legal action.

**P. PERSONNEL RECORDS**

The Human Resources Department maintains employee personnel records and treats them as confidential. Employees, or their designated representatives, may review their personnel records. The City requires a two (2) day notice to provide files for viewing. Any outside entities (i.e. non-personnel staff, union representative, the employee or other outside entities) will be required to sign an access log when viewing an employee file. Absent a valid court order, subpoena, or government or law enforcement investigation, only individuals with a need to know may access personnel records. All reviews of personnel records must take place in the Human Resources Department and no one may remove any personnel record from that department.

It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, beneficiaries, individuals to be contacted in the event of an emergency and other such status reports should be accurate and current at all times.

**Q. POLITICAL ACTIVITIES**

Employees may not engage in political activities during their normally scheduled work hours, but may choose to use vacation or take unpaid leave to do so. Approval of leave will be determined based on the guidelines of each respective policy. Employees may not wear their official City uniform while engaging in political activities, regardless of the time or place of those activities.

Employees may not use their official position or authority to campaign for or otherwise further the cause of any political party or candidate for public office. Employees also may not use their official position or authority to give or receive political favors or to politically coerce or unduly influence others.

**R. REDUCTION IN FORCE**

The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority. Written notice of a layoff will be given fourteen (14) work days prior to the effective date unless an emergency exists. Upon receiving the written notice of lay off, the employee may be requested to cease working immediately however shall receive their normal wages and benefits as if they were employed and working for 14 work days. Employees will be eligible for rehire for a period of six months from the date their layoff.

**S. SEPARATION FROM EMPLOYMENT**

Employees wishing to retire or leave employment with the City must give their department Director and/or the City Administrator written notice of their intention to resign. To allow the City sufficient time to fill a position, the City encourages employees in management positions to submit this notice at least 30 calendar days prior to their desired final work day. The City encourages all other employees to submit this notice at least 14 calendar days prior to their desired final work day.

Employees who resign or separate from the City must return all City property, including but not limited to laptops, cell phones, personal digital assistants, identification cards, tools, equipment, uniforms, keys, and key fobs, to their immediate supervisor before receiving a final paycheck.

Employees who resign or separate from the City as a result of a reduction in force or discharge will receive their final paycheck on the first regularly scheduled payday following the date of separation. The final paycheck will include a payout of all accumulated vacation leave.

Employees shall receive a payout of sick leave in accordance with their respective collective bargaining agreements; unclassified employees shall be paid out as outlined in Appendix F of this handbook. Such payouts will be available in the event of their resignation/retirement in good standing, or death. Discharged employees are ineligible for sick leave payouts in any amount.

Employees who separate from employment with the City in good standing are eligible for re-hire. Employees who separate from employment with the City as a result of a discharge are ineligible for re-hire.

**T. SOLICITATION AND DISTRIBUTION**

To prevent the disruption of work and to maintain a business-like work environment, the City prohibits the distribution of printed materials, selling of products or services, or solicitation for any purpose during actual working time. With prior written approval of your Department Director, employees may place printed materials and/or solicitations on employee bulletin boards and/or on City property.

**U. TRAVEL POLICY**

See [Appendix D](#) for the City's travel policy.

**V. SMOKE-FREE WORKPLACE**

The City prohibits smoking and/or vaping in any City building, facility, vehicle or equipment. In accordance with Nebraska law, any person violating the Nebraska Clean Indoor Air Act may be charged with a misdemeanor and subject to disciplinary action in accordance with the City's progressive discipline policy. Violations of this policy, should they not violate the Nebraska Clean Indoor Air Act, are still subject to progressive discipline.

**W. APPEARANCE/DRESS POLICY**

All employees are required to dress appropriately for a business/customer service environment. Directors may specify any additional or alternative requirements necessary for reasons of employee safety or public health.

Guidelines for employees who wear uniforms to work:

- a. Employees who wear a uniform of any type, including a simple uniform shirt, must be in uniform on all work days unless otherwise approved by the employee's department Director or the Director's authorized designee.
- b. Employees shall only wear the prescribed uniform when "on duty" or when traveling to or from work unless previously approved by the employee's department Director or the Director's authorized designee.
- c. If departmental uniform policy differs from this policy, employees shall comply with their departmental policy.

Employees who are furnished uniforms by the City will wear the uniforms during working hours. Any employee required to wear a uniform who reports to work out of uniform will be sent home for the day without pay. Employees who are called back to work after regular hours may work without the uniform only if circumstances require that they report for work immediately. If time allows for a change of clothing, they will be expected to work in uniform.

Uniforms are property of the City, and as such the City expects that they shall be kept clean and in good repair by the employee. No uniform item will be altered by removing the sleeves, cutting the pants to convert to shorts, or any other such alteration.

During cold weather, personal articles of clothing may be worn under City uniform if desired by the employee for additional warmth.

The City will replace uniform items which, as a result of reasonable wear and tear or that were damaged in the performance of official duty, no longer reflect favorably on the City. Employees desiring replacement item(s) will submit a Request for Replacement to their Superintendent or department head for those employees not having a Superintendent, who will decide whether a replacement item should be provided by the City. Superintendents may also instruct employees to request a replacement uniform item if deemed necessary and will also determine whether jeans being worn at the employee's option are acceptable as part of the uniform. While normal wear and tear is expected, uniform items which are lost or stolen, or are damaged through negligence or deliberate act on the part of the employee, shall be replaced at the employee's cost and such employee will be subject to disciplinary action, up to and including termination.

Approved Requests for Replacement will be forwarded by Superintendents to a designated individual who will order the replacement item, charge the replacement cost to the appropriate budget code, and record the replacement order on the appropriate individual uniform receipt form.

When the replacement item is received, the employee will turn in the item being replaced and acknowledge receipt of the new item by signature on the uniform receipt form. Employees are required to return all issued uniforms upon separation from the City. If all issued uniforms are not returned, the city will deduct the cost of the uniforms from the employee's final paycheck.

**X. RETALIATION**

It is a violation of City policy to retaliate against, intimidate, or harass any individual who exercises his/her rights or files a complaint under any of the City's policies, opposes any act or practice that violates City policy, or participates in any investigation, review, or hearing related to a complaint filed under City policy. Any member of management who knowingly allows or tolerates retaliation is in violation of this policy as well. All reported violations will be investigated by the City.

If you believe you are the subject of retaliation, you must report your concerns to one of the following individuals within thirty (30) days: (1) your immediate supervisor; (2) your department Director; or (3) the Human Resources Director. Supervisors receiving a complaint must immediately report it to their department Director or the Human Resources Director.

**Y. WHISTLEBLOWER**

The City will protect employees who exhibit good faith in reporting what they reasonably consider to be violations of federal, state or local statutes, or conditions that would put their health or safety, or that of other employees, at risk. The City has established reporting procedures for all such violations, conditions or circumstances, and we ask that our employees give us the opportunity to investigate and act to correct the problem. No employee will be discharged, retaliated against, or discriminated against in any manner for reporting what they in good faith believe to be such problems.

**Z. GRIEVANCE PROCEDURE**

The City designed the following three-step procedure to address and resolve employee grievances concerning his/her suspension, demotion, discharge or the application or interpretation of City policy. Failure to present a grievance, as well as failure to appeal a grievance, within the time period specified will void and prevent any future consideration of the grievance. Failure to answer within the time allowed, at any step, will allow the person filing the grievance to appeal to the next step.

**STEP 1:** An employee wishing to file a grievance must submit the following information in writing to his/her immediate supervisor within ten (10) business days of the action giving rise to the grievance:

1. The employee's name;
2. A detailed description of the action(s) on which the grievance is based;
3. The date(s) of the action(s);
4. The names of all witnesses to, or persons with knowledge of, the action(s);
5. The City policy(ies) and/or procedure(s) allegedly violated, if applicable; and,
6. The requested remedy.

The employee's immediate supervisor will review the grievance and may meet with the employee to discuss the grievance. The immediate supervisor will consider the information presented and issue a written decision to the employee, typically within ten (10) business days of receiving the written grievance.

**STEP 2:** An employee who is dissatisfied with his/her immediate supervisor's written decision may appeal that decision to his/her department Director. Within five (5) business days from the date of the immediate supervisor's decision, the employee must submit a copy of the initial grievance and the immediate

supervisor's decision to the department Director. The department Director will review the employee's grievance and the immediate supervisor's decision and may meet with the employee. The department Director will consider the information presented and issue a written decision to the employee, within ten (10) business days of receiving the appeal.

**STEP 3:** An employee who is dissatisfied with his/her department Director's written decision may appeal that decision to the City Administrator. Within five (5) business days from the date of the department Director's decision, the employee must submit to the City Administrator a copy of the initial grievance, the immediate supervisor's decision, the department Director's decision, and if desired, a request to meet with the City Administrator. The City Administrator will review and consider the information presented. The City Administrator will meet with the employee, if requested (so long as employee has already complied with Step 1 and 2, and the department Director, Human Resources Director and/or legal counsel may attend the meeting. The City Administrator will issue a written decision to the employee, typically within ten (10) business days of receiving the appeal or meeting with the employee.

None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss and attempt to settle the issues involved. Copies of the grievance, and the answers thereto, at all steps in the procedure outlined above will be submitted to the City Administrator who shall determine the distribution of said grievance. If an employee is called upon to give testimony on his or her grievance, said employee will have the right to be represented by any person of their choice if the employee so desires. An extension to the number of days in any step must be mutually agreed upon by the City and the employee. The grievance procedure in any respective collective bargaining agreement will be utilized for those employees that such agreement covers.

**AA. PRESS RELEASE POLICY**

See [Appendix C](#) for information regarding the City's press release policy.

#### IV. SAFETY AND SECURITY POLICIES

##### A. CELL PHONES AND PDA'S

The City recognizes that many employees have personal cell phones and/or personal digital assistants ("PDAs") used for non-work-related matters. To foster productivity and limit disruption in the workplace, employees may only use these devices for non-work-related matters during breaks and meal periods or in emergency situations.

To ensure the safety of all City employees and general public, cell phones and City radio use are discouraged while operating City vehicles/equipment, except for emergency vehicle operations. Whenever possible, pull over to a safe area and park the vehicle before answering or making a call. The act of sending, receiving or reading any electronic message (text, email, etc.) while operating City vehicles/equipment is strictly prohibited.

##### B. PHYSICAL EXAMINATIONS

The City may require an employee, as a condition of employment or continued employment, to submit to undergo a physical examination when related to the applicant's or the employee's job and consistent with business necessity. The City will pay for the cost of the examination. The City will also select a health care provider to perform the examination, who will determine whether the employee is fit for duty and able to perform the essential functions of his/her job and/or whether the employee will not pose a risk of substantial harm to himself/herself or the health or safety of others. The City will maintain the confidentiality of all information regarding the applicant's or the employee's medical history and will disclose the results only to those with a need to know.

The City expects applicants and employees to provide accurate and complete information to the health care provider, which includes the disclosure of the need to use prescription and/or nonprescription legal drugs at work. At any time of employment, employees who need to use prescription or nonprescription legal drugs while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks or prohibited from working if they are determined to be unable to perform their jobs safely while taking prescription or nonprescription legal drugs. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who provide inaccurate or incomplete information to the health care provider or who refuse to submit to or do not pass a physical examination. The City will discipline, up to and including discharging, employees who fail to provide accurate or incomplete information to the health care provider or who refuse to submit to a physical examination.

##### C. DRUG AND ALCOHOL-FREE WORKPLACE

The City seeks to maintain a drug-free workplace for the safety and health of its employees and citizens. Being impaired may pose serious safety and health risks, not only to the user, but to all employees and citizens exposed to the user as well as the security of the City's equipment and facilities. The possession, use or sale of alcohol or illegal drugs in the workplace pose unacceptable risks for the City's safe and efficient operations. Accordingly, it is the City's right, obligation and intent to maintain a safe and efficient working environment for all of its employees and to protect City property, equipment, operations, and citizens. This Policy applies to all employees as well as prospective employees.

## 1. Substances

- a. **Illegal Drugs<sup>1</sup> and Alcohol<sup>2</sup>:** The City prohibits employees from being under the influence of, or using, in possession of, manufacturing, purchasing, selling, dispensing, or distributing alcohol or illegal drugs while performing work for the City, while operating City vehicles or equipment, or while on City property. This policy does not prohibit employees who are not performing work for the City or operating City vehicles or equipment from consuming, possessing, purchasing, selling, dispensing or distributing alcohol at City-sponsored or City-sanctioned social functions on City property.
- b. **Legal Drugs<sup>3</sup>:** The City further prohibits employees from using or being under the influence of any legally obtained drug, whether prescribed or over-the-counter, while performing work for the City, while operating City vehicles or equipment, or while on City property to the extent such use or influence may affect: (1) the safety of the employee; (2) the safety of other City employees or members of the public; (3) the employee's job performance; or, (4) the City's safe or efficient operation. Employees are under no obligation to reveal use of a legally obtained drug unless they know or reasonably should know that the drug would have one or more of these effects.
- c. **Cannabidiol<sup>4</sup>:** The City does not prohibit the use of Cannabidiol (also known as CBD), however any employee using any Cannabidiol or CBD products should use said product at their own risks because the City does prohibit tetrahydrocannabinol (THC). Some Cannabidiol and/or CBD may contain THC, the psychoactive ingredient found in marijuana that produces a high. Should any employee decide to utilize Cannabidiol/CBD and the employee test positive for THC from the purported use of the products, the City may impose disciplinary action.

Employees must inform their supervisor within 24 hours of being given a citation and/or receiving a conviction of a drug or alcohol related offense committed while the employee was on work premises or representing the City in any official capacity.

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<sup>1</sup> "Illegal Drug" means: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. This definition also includes marijuana, even if such substance is legal in a state other than Nebraska.

<sup>2</sup> Alcohol means any product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, synthetic ethyl alcohol, the four varieties of liquor, alcohol, spirits, wine, and beer, as further defined in Nebraska Revised Statute 53-103.01, 53-103.03, 53-103.38 and 53-103.42, every liquid or solid patented or not, containing alcohol, spirits, wine, or beer and alcohol used in the manufacture of denatured alcohol extracts, syrups, or medicinal, mechanical, scientific, culinary, and toilet preparations. (State Law Reference: Neb. Rev. Stat. 48-1902(1)).

<sup>3</sup> "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.

<sup>4</sup> "Cannabidiol or CBD" comes from either the marijuana plant or the hemp plant. It was made available to consumers by the 2018 Farm Bill, which allows for production and sale of CBD products. Pure CBD does not contain tetrahydrocannabinol (THC). CBD products come in several forms including makeup, oils, lotions, creams, vapors, beverages and various edibles. Most CBD products are not regulated by the FDA with the exception of a prescription oil known as Epidiolex. Some CBD products may contain THC. Currently, there is not a test kit available that can presumptively distinguish between legal Hemp/CBD and illegal cannabis/THC.

Employees who are off duty and under the influence of alcohol or drugs must refuse emergency calls.

## 2. Drug and Alcohol Screening

At the City's discretion, it may require an employee to submit to drug and/or alcohol testing in the following circumstances:

- a. **Pre-employment.** The City requires all applicants, upon receiving an offer of employment with the City, to submit to a drug and/or alcohol test. Employment with the City is conditional on passing that test. The City will withdraw a conditional offer of employment, and will give no further consideration, to applicants who refuse to submit to, or fail, drug and/or alcohol testing.
- b. **Reasonable Suspicion.** The City may require an employee to undergo such testing where management has a reasonable suspicion based on observation or reports to believe that an employee is using or has used drugs and/or alcohol in violation of this policy. The Human Resources Director should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist (located on City Intranet and HRIS system) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the manager or supervisor, along with another member of management, should confront the employee with the documentation. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*
- c. **Injury or Accident.** The City may require an employee to undergo drug and/or alcohol testing if the employee: sustains a personal injury in the workplace that requires medical treatment beyond first aid; has an injury that results in days away from work, restricted work or transfer to another job; has an injury that results in loss of consciousness; has been involved in a workplace accident where another individual has sustained a personal injury resulting in medical treatment; is involved in any incident resulting in the loss of human life; receives a ticket for a moving traffic violation arising from an accident; is involved in a workplace accident resulting in property damage of \$1,000 or more.

The City generally will use the collection and testing procedures established by the State of Nebraska and the United States Department of Transportation for drivers of commercial motor vehicles. The City will pay the cost of all initial and confirmatory drug and/or alcohol tests, and will pay any lost wages for submitting to tests before or after an employee's regular work hours. The City will treat as confidential the results of drug and/or alcohol testing and will disclose the results only to those with a need to know. An employee's consent to submit to testing is required as a condition of employment. Any employee who refuses to submit to a required drug or alcohol test,

or who attempts to invalidate or commit fraud concerning the test, or who fails to appear for a scheduled test in a timely manner, without prior written permission from the City, will be discharged.

### **3. DUI and DWI**

Any City employee that is arrested for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) is required to notify their supervisor as soon as possible. Should an employee have their operator's license or Commercial Driver's License (CDL) suspended or revoked due to a DUI or DWI the employee must notify their supervisor immediately. Any employee required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), and is convicted of Driving Under the Influence (DUI) or Driving While Intoxicated (DWI), will be subject to disciplinary action as outlined in section 4 of this policy. As described in City-owned vehicle policy, no employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours.

### **4. Disciplinary Action**

Any employee that violates any provision of the City's Drug and Alcohol-Free Workplace policy is subject to disciplinary action, up to and including termination. Based upon a review of the employee's overall work record (including, but not limited to, attendance, prior disciplinary actions within the last 3 years as well as performance evaluations) and the circumstances of the case (including, but not limited to, the ability of the City to reasonably accommodate the employee if modified job duties would be necessary as well as the severity of the offense), the City may decide to forego termination and impose another form of discipline (suspension, demotion, or any combination of the two) and require that the employee submit to rehabilitation and place the employee on a "Last Chance" agreement.

In such event, the employee must immediately enroll in and successfully complete an approved rehabilitation program, of which, the employee will be responsible for all related costs. An employee required by the treatment program to take time off must use accumulated sick leave, compensatory time or vacation leave to the extent it is available in the employee's account. Employees who do accept a "Last Chance" agreement as a term of continued employment are subject to follow-up testing as outlined in section 2d of the City's Drug and Alcohol-Free Workplace policy.

The "Last Chance" agreement shall apply to current employment, and if applicable, subsequent reemployment(s) for a period not to exceed 15 years of total employment. If the employee on a "Last Chance" agreement tests positive in follow up testing, or tests positive under reasonable suspicion or post injury/accident, they will be subject to immediate termination.

Additionally, should any employee on a "Last Chance" agreement, that is required by his or her respective position to have and maintain an operator's license and/or Commercial Driver's License (CDL), be convicted of subsequent Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) offenses, they will be subject to immediate termination. The employee will waive all rights to contest any termination resulting from a violation of the "Last Chance" agreement.

The City encourages employees who suffer from alcohol or drug abuse to obtain treatment. It is the employees' responsibility to seek assistance before alcohol and drug problems lead to disciplinary action, which may include discharge. The employee's decision to seek assistance, will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Once a violation of this Policy occurs, seeking or undergoing rehabilitation will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

#### **D. MODIFIED DUTY**

It is the policy of the City that eligible employees have the opportunity to work in modified duty assignments when available and consistent with operational needs and without posing an undue hardship to the City. Sworn employees of the Police and Fire Departments will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

**Eligible employee** means any employee who:

1. Suffers from a work-related related or non-work-related, medically certified illness injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible employees in full-time positions will receive preference for modified duty assignments. A modified duty assignment is a temporary assignment to a position or special project within the eligible employee's department or in another department that: (1) may involve duties outside the scope of the employee's regular duties; (2) will not affect the employee's pay classification or increases, promotional opportunities, or fringe benefits; and, (3) will not involve overtime. A modified duty assignment for pregnancy and non-work-related injuries and illnesses may not exceed an aggregate of six months, or 1040 work hours, during any 24-month period.

An employee seeking a modified duty assignment must submit to their immediate supervisor: (1) a written request to return to work; and, (2) a return-to-work certificate signed by a licensed healthcare provider who acknowledges that he/she has reviewed the employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Risk Manager (Return-to-work Coordinator). The Risk Manager (Return-to-work Coordinator) will determine whether the employee is eligible and will notify the employee of that determination. Eligible employees also will receive notice of their modified duty assignment based on the employee's knowledge, skills, abilities, and restrictions as well as departmental needs; the date their assignment will begin; and, the name of the supervisor to whom they must report.

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment (i.e. full duty with no restrictions).

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of employees on modified duty assignments shall assign, and employees shall only accept, duties that

are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the Risk Manager (Return-to-work Coordinator) for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Risk Manager (Return-to-work Coordinator). Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the Risk Manager (Return-to-work Coordinator).

#### **E. CITY-OWNED VEHICLES**

City vehicles are provided to support work activities and are to be used only by qualified and authorized employees. Such use shall be in accordance with the rules and regulations of the Internal Revenue Service pertaining to the use of vehicles owned by employers. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost. Seat belts will be worn at all times when driving or riding in a City vehicle.

- 1. Authorization:** Employees who are authorized to use a City vehicle must meet the following requirements:
  - a. Must be at least 18 years of age;
  - b. Must meet licensing requirements for the class of vehicle being operated;
  - c. Comply with all restrictions listed on their driver's license;
  - d. Must consent to the City obtaining their official driving record, if requested;
  - e. Wear seat belts and ensure that all passengers are wearing seat belts;
  - f. Operate the vehicle in a safe manner;
  - g. Obey all federal, state, and local laws, regulations, and rules of the road;
  - h. Drive defensively to avoid injuries and property damage;
  - i. Notify their Department Director or the City Administrator should they receive a citation while driving a City vehicle; and,
  - j. Keep vehicles clean and free of debris.
- 2. Disqualifications:** Employees cannot have any of the following violations:
  - a. Been convicted of three or more moving violations or at fault accidents in the past 36 months; or
  - b. Has been convicted of fleeing or eluding police, leaving the scene of an accident, passing a stopped school bus, reckless driving, or willful reckless driving in the past 36 months.
- 3. Restrictions:** The City employees from:
  - a. Using a cell phone or electronic device for texting, emailing, or other forms of written electronic communication;
  - b. Smoking and/or vaping in City vehicles at any time;
  - c. Being under the influence of or using alcohol or illegal drugs; and
  - d. Being under the influence of or using legal drugs that may affect the employee's job performance, the City's safe or efficient operation, or the safety of the employee, other City employees, or members of the public.
- 4. Review of Motor Vehicle Record:** State Motor Vehicle Records (MVRs) will be used as the source of verifying driver history. MVRs will be obtained and reviewed at least annually for employees who operate City vehicles. Driving privileges will be withdrawn or suspended for any authorized driver not meeting the above requirements. In addition, appropriate disciplinary action may be taken. Employees who operate City vehicles must immediately notify their

department Director or the City Administrator if their driver's license is expired, revoked or suspended. Employees who are unable to operate a City vehicle in the performance of their job duties are subject to disciplinary action up to and including termination.

- 5. Traffic Violations and Drug Testing:** Fines for parking or moving violations are the personal responsibility of the assigned operator. The City will not condone nor excuse ignorance or traffic citations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to their immediate Supervisor within 24 hours. This requirement applies to violations involving the use of any vehicle (City, personal, or other) while on City business. Failure to report violations will result in appropriate disciplinary action. Traffic violations resulting in a citation incurred during non-business hours that will affect your drivers' license as well and are subject to review.

When an accident involves a City vehicle of any type the City reserves the right to require a drug and/or alcohol test on the driver within two hours by a medical facility. Employees must immediately call the non-emergency police number to report all accidents involving a City vehicle and get a police report. They must then notify their department Director or the City Administrator when an accident occurs. The City may hold employees personally liable for the negligent or careless use of City vehicles.

- 6. Operation of City Vehicles Under a Probationary or Temporary License:** No employee may operate a City owned motor vehicle under a temporary or probationary license. Notwithstanding travel to and from work, it is the City's policy that such employees may not use their personal vehicle for business purposes during work hours. Paper licenses issued by the state that afford the driver all normal driving privileges are not considered temporary licenses under this policy.

**F. PET POLICY**

The City of Bellevue is responsible for assuring the health and safety of all employees. In keeping with this objective, the City of Bellevue does not permit employees to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals. In addition, the City of Bellevue wishes to prevent pets from fouling the office space or damaging City property.

**SERVICE ANIMALS ARE NOT PETS**

An employee who requires the help of a service animal will be permitted to bring a service animal to the City of Bellevue workplace, provided that the animal's presence does not:

1. Impair and/or distract Employee so that he/she is unable to perform the essential functions of the job while at the same time maintain custody and control of the animal; or
2. Have an unreasonable impact on other City of Bellevue employees or the operation of City business.

Additionally, the animal cannot have a history of dangerous behavior or begin to exhibit any dangerous behavior. The animal must be housebroken and may not otherwise have health issues that cause a direct threat to the health and safety of others. The animal may not be allowed if it causes an allergic reaction to another employee in the same workplace.

In order to be allowed to bring a service animal into the workplace, an employee shall submit the certification or verification to the Human Resources Director showing that the animal is certified as a service animal and shall confirm in writing with the Human Resources Director that the animal does not have a history of dangerous behavior, that the animal is housebroken, and that the animal does not otherwise have health issues that may cause a direct threat to the health and safety of others. Said documentation shall be maintained in the employee's personnel file.

Any individual with a grievance regarding a service animal at the office should bring the matter to the attention of the employee's immediate supervisor or the Human Resources Director.

## **V. EMPLOYEE CONDUCT & DISCIPLINE POLICIES**

### **A. CODE OF ETHICS**

The City expects all of its employees, as employees and representatives of the City and its citizens, to demonstrate the highest standards of ethics and business conduct. Toward that end, employees shall abide by the Code of Ethics adopted by the City Council and contained in [Appendix A](#) of this handbook.

### **B. GENERAL RULES OF CONDUCT**

As an integral member of the City's employment team, employees shall accept certain responsibilities, adhere to acceptable business principles, and exhibit a high degree of customer service and personal integrity at all times. The City will comply with all federal, state and municipal statutes.

### **C. CONDUCT STANDARDS**

In addition to the Code of Ethics, the City requires its employees to abide by standards and rules that foster a safe and healthy workplace, ensure the highest quality of service to citizens and businesses, and protect the City's reputation and property. The City, therefore, prohibits employees from conducting themselves in a manner that is inconsistent with these principles.

The following is a non-exhaustive list of conduct that the City prohibits and considers sufficient cause for disciplinary action:

1. Adversely affecting relations with employees, customers, citizens or vendors.
2. Abusing the City's leave policies.
3. Engaging in disrespectful, discourteous, belligerent, or abusive behavior.
4. Habitual or excessive absenteeism or tardiness.
5. Dishonesty and/or providing false or misleading information, or omitting to provide information, to the City or its employees, customers, citizens or vendors.
6. Avoiding, refusing, neglecting or failing to perform work duties.
7. Destroying, damaging, sabotaging, misappropriating, misusing, stealing or tampering with the property of the City or its employees, customers, citizens or vendors.
8. Unauthorized or inappropriate use of City property.

9. Insubordination, or refusing or failing to follow a supervisor's order or instruction.
10. Causing or threatening to cause injury to individuals or property.
11. Failing to report work-related injuries, illnesses, accidents or damages.
12. Using abusive, vulgar, profane, threatening or obscene language.
13. Falsifying records, reports, or documents, including employment application.
14. Inducing, attempting to induce, or participating in the inducement or attempted inducement of, a City officer or employee to commit an illegal act or violate City policy.
15. Leaving one's work station or area without a supervisor's permission.
16. Gambling or conducting, soliciting or participating in lotteries, pools or other games of chance on City property without previously obtained Director permission.
17. Incompetence, or engaging in sub-standard work performance, conduct, or quality that results in a loss of confidence or trust in the employee or his/her ability to perform at an acceptable level.
18. Working unauthorized overtime and/or failing to properly record time worked and time off.
19. Engaging in harassing, discriminating, threatening, intimidating, or retaliatory conduct.
20. Working under the influence of drugs and/or alcohol (in violation of the Drug and Alcohol-Free Workplace Policy).
21. Misrepresenting City policies and procedures.
22. Discussing or divulging confidential information to any person not authorized to receive said information.
23. Abusing or misusing one's position or authority.
24. Inability to get along with coworkers or the public.
25. Violating federal, state or local law.
26. Violating City policy and/or the policies in this Handbook.
27. Using City property for personal gain, benefit or reasons, including the conduct of personal business during paid time on the City clock.
28. Use of City position for private gain.
29. Engaging in any conduct that the City deems unprofessional or unbecoming, reflects adversely on the employee or the City, damages the City's reputation, or that is inconsistent with reasonable rules of conduct or the City's best interests.
30. Failure to comply with State Constitution, State Statutes, an executive order, rules and regulations of the employing department.

#### **D. DISCIPLINE AND DISCHARGE**

The City may take disciplinary action, up to and including termination, when behavioral and/or performance issues arise. The City Administrator, department Director, or their designee may place an employee on paid administrative leave pending the outcome of an investigation into a complaint or potential violation of City policy.

When the City deems it appropriate under the circumstances, the City will use progressive discipline as outlined below. However, the City may combine or skip steps depending on, among other factors, the nature of the issue, the facts of each situation, mitigating and aggravating factors, and the employee's disciplinary history, regardless of whether the current issue is the same or different than any past problem.

Disciplinary procedures for the Police and Fire Departments must conform to those established by the Civil Service Commission. Discharge and discipline procedures as set forth by Civil Service Commission Rules and Regulations, City Ordinance and collective bargaining agreements shall supersede this policy where applicable.

1. **Verbal Warning:** A supervisor or department Director may give an employee a verbal warning that will involve a discussion of the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will document the verbal warning, provide a copy to the employee, and place the verbal warning in the employee's personnel file.
2. **Writing Warning:** A supervisor or department Director may give an employee a written warning that will identify the nature of the problem, the expectations for performance improvement and/or problem resolution, and the potential for further disciplinary action. The supervisor or department Director will provide a copy of the written warning to the employee and place the written warning in the employee's personnel file.
3. **Suspension and/or Demotion (Final Warning):** A department Director may recommend, in writing, that the City Administrator demote and/or suspend an employee for up to 30 days. Any employee that is suspended will serve his or her suspension without pay. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.
4. **Termination:** A department Director may recommend, in writing, that the City Administrator terminate an employee. In his/her recommendation to the City Administrator, the department Director will identify the nature of the problem and the reasons for his/her recommendation. The department Director will provide a copy of the recommendation to the employee.

Prior to the City Administrator adopting, modifying or rejecting a department Director's recommendation for suspension, demotion, and/or termination, an employee (that is not in their introductory period) has the right to a pre-disciplinary hearing. At that hearing, an employee may present his/her version of the facts, present evidence of mitigating circumstances and/or exculpatory information, and call witnesses.

An employee wishing to exercise his/her right to a pre-disciplinary hearing must direct his/her written request to the City Administrator within five business days of the recommendation for suspension, demotion, or termination. The City Administrator will then notify the employee of the time and date of the pre-disciplinary hearing. The pre-disciplinary hearing will be recorded.

Following the hearing, the City Administrator will issue a decision on the disciplinary recommendation, provide a copy to the employee, and place a copy of the decision in the employee's personnel file.

If the City Administrator does not receive a written request for a pre-disciplinary hearing within five business days of the disciplinary recommendation, the employee will be deemed to have waived his/her right to such a hearing and the City Administrator will issue a decision on the recommendation. The City Administrator will provide a copy of his/her decision to the employee and place a copy of the decision in the employee's personnel file.

## VI. WAGES & HOURS OF WORK

### A. ATTENDANCE

The City provides important and critical services to its citizens and businesses. To ensure that it continues to provide those services, the City expects all employees to be present when scheduled. The City deems regular attendance an essential function of all jobs and will consider your attendance record when making changes to employment status including, but not limited to, promotion, transfer, termination, demotion, and layoff decisions.

1. **Absences:** If an employee must be absent or late due to the weather, illness, injury, or other emergency, the employee must notify his or her Supervisor or Director by a personal phone call, when possible, prior to the first normal duty hour. During a long illness, an employee must keep his or her Supervisor or Director advised of the employee's status and anticipated return date.

You, or someone on your behalf, must speak directly with, leave a voicemail for, or email/text your immediate supervisor, or his/her designee, with an explanation of why you will be absent or late, and the date and/or time you will return. You must continue to notify your immediate supervisor, or his/her designee, each day you are absent. Failure to give timely and proper notice of any absence or late arrival may result in discipline, up to and including termination. The City considers any absence of three (3) or more days, without the proper communication/notification to your immediate supervisor, to be grounds for immediate termination.

2. **Tardiness:** As a condition of employment, employees shall be at their places of work promptly at the beginning of their normal work duty periods and at the end of their lunch periods. It is expected that the employee shall remain at their place of work throughout the duration of their normally scheduled shift. Tardiness, or the failure to comply with the expectations as described previously in this paragraph, will be monitored and recorded by the Supervisor or Director for inclusion in each employee's personnel file and may lead to disciplinary action.

### B. EMPLOYEE CLASSIFICATIONS

For purposes of determining compensation and benefits, the City will classify an employee as one of the following:

1. **Full-time (FT):** Employees are hired for an indefinite period of time and are regularly scheduled to work a minimum of 40 hours per workweek. Full-time employees are eligible for all benefits offered to employees.
2. **Part-time benefit eligible (PB):** Employees are hired for an indefinite period of time and are regularly scheduled to work 30-39 hours per work week. They will be considered full time for health and dental insurance (rates) benefits but do not receive any other benefits. Full-time status under this classification does not afford any employee any other benefit, provision or policy in this handbook; for all purposes other than health and dental insurance, this employee is considered a Part-time employee.
3. **Part-time (PT):** Employees are hired for an indefinite period of time and are scheduled to work no more than 28 hours per workweek, or in the case of part-time firefighters, 168 hours in a 28-day work cycle. Part time employees are not eligible for any benefits.

4. **Seasonal (SE):** Employees are hired for a period of no more than 120-days per years.
5. **Temporary (TM):** Employees are hired for a period of no more than 90-calendar days.

Such employees will be either be:

1. **Exempt:** Exempt employees are administrative, executive, and professional employees and certain computer professionals who typically earn wages on a salary basis. These employees are ineligible for overtime compensation under the Fair Labor Standards Act (“FLSA”).
2. **Non-exempt:** Non-exempt employees earn wages by the hour or on a salary basis and are eligible for overtime compensation under the FLSA.

The determination of exempt or non-exempt status is based on the current job description of every City position.

Regardless of classification, work schedules for employees can vary throughout our organization. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

#### C. **JOB CLASSIFICATION PLAN**

1. **General:** A written job classification plan has been established to identify those job assignments that employees perform which are necessary to complete the mission of City government.

A written job classification contains the purpose of the job, the essential functions of the job, the essential knowledge, abilities and skills necessary to perform the job, any essential education, certification and/or licenses to perform the job and essential physical demands and working conditions that the employee will need and encounter in performing the job.

The purpose of the above job classification categories are to assist the City with the ability to:

- a. Establish appropriate pay based upon comparability studies and ensure like pay for like work as well as statutory requirements regarding public employee bargaining;
  - b. provide a means of analyzing work distribution, areas of responsibility, lines of authority and other relationships between City job classifications;
  - c. establish training programs to enhance the performance of current job duties or for future promotional opportunities for employees; and
  - d. determine appropriate job interview questions to ensure compliance with equal opportunity laws and regulations.
2. **Modification to Existing Job Classification Plan:** It may become necessary to modify the existing job classification plan in order to address changes in the work environment or work responsibilities. These changes may result in the amendment to in existing job classification, consolidation of existing job classification, the creation of a new job classification or the deletion of an existing job classification.

When a department Director anticipates or is experiencing a change in the work environment or a modification to existing work responsibilities, the department Director shall submit a written request to the City Administrator outlining the justification for the request.

The City Administrator shall research and analyze the written request and determine the appropriate action to be taken. Based upon the results of the analysis and research, the City Administrator may:

- a. determine the department request is not justified and take no action;
- b. amend the job classification in question to reflect the resolution of the request;
- c. create a new job description that will address the resolution of the request; or
- d. consolidate and/or delete of the existing job classification as part of the research and analysis.

Employees assigned to an existing job classification that has been determined to be deleted shall adhere to the "Reduction in Force" procedure as stated in the policy or as stated within their respective labor agreement that represents said job classification.

3. **Transfer:** Transfers of employees of the same job classification from one department to another department must be approved by the City Administrator. Directors wishing to transfer an employee of the same job classification to a different department will submit to the City Administrator a written request outlining the justification for the transfer. The effective date of the transfer will be the date authorized by the City Administrator.

Transfer of employees of the same job classification within a department is the responsibility of the Department Director.

#### **D. FLEXTIME**

There are two different categories of flextime that the City recognizes, flexible schedules and flextime arrangements. Employee classifications must still be met when applying flex time principles.

**Flexible schedules** are pre-approved changes in the employee's weekly scheduled hours of work (shift). Using the administrative staff as an example, the scheduled hours are typically 8am-4:30pm, Monday through Friday. An employee with a pre-approved flexible schedule could change their weekly scheduled hours to 7:00am-3:30pm, Monday through Friday, so long as the employee is working 80 hours per pay period and maintaining their employment classification.

**Flextime arrangements** ("flextime") are pre-approved changes in hours that may vary week to week. Again, using administrative staff as an example, an employee might need to leave at 3:30 one day for a school program for their child. A flextime arrangement would allow that employee to work an extra hour in that week to make up for the hour that they left early. 80 hours per pay period must be met in order to maintain employment classification.

A full-time employee who has successfully completed his/her introductory period may work a flexible schedule ("flextime") with the prior written approval of his/her department Director. A department Director may work a flexible schedule with the prior written approval of the City Administrator.

Upon receipt of a flextime arrangement/flextime request, the department Director or City Administrator will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department and the request must be preapproved. The department Director or City Administrator may suspend or cancel the flextime arrangement/flexible schedule at any time.

**E. HOURS OF WORK, BREAKS AND MEALS**

The City Administrator and department Directors are responsible for establishing the hours of work for the employees they supervise.

Employees scheduled to work eight (8) hours or more a day may take:

1. 60-minute meal break each day (and no breaks), 30 minutes of which will be unpaid; or,
2. 30-minute, unpaid meal break and two 15-minute paid breaks each day.

Employees may not take breaks or lunch breaks earlier than 60 minutes following the beginning of their shift or later than 60 minutes before their shift ends.

**F. OVERTIME AND COMPENSATORY TIME**

1. **Overtime:** The City will pay unsworn, non-exempt employees the overtime rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. In calculating "hours worked," the City will consider only actual hours worked, vacation, holiday, bereavement, military and comp time/administrative leave time. Sick leave will not be counted as hours worked in computing overtime. Employees must receive written approval from their immediate supervisor prior to working overtime, and failure to do so may result in disciplinary action.
2. **Compensatory Time:** In lieu of overtime compensation, non-exempt employees may opt to accumulate compensatory time at the rate of one and one-half (1½) times their hours worked in excess of 40 per workweek. Such employees may not accumulate more than 80 hours of compensatory time at any given time, and may use compensatory time upon receiving advance written approval from their immediate supervisor. Once the 80-hour max is accumulated, all overtime will be paid at the rate of one and one-half (1½) times their base rate of pay for hours worked in excess of 40 per workweek. Under no circumstances should employees be performing work off of the clock.
3. **Administrative Comp Time:** Exempt employees may earn administrative leave time. Leave time can be earned at a rate of one hour of leave for each hour exceeding 80 each pay period, not to exceed 80 hours in a fiscal year. On September 30<sup>th</sup> of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

Time spent attending mandatory meetings and trainings, per job requirements, is counted as hours worked and will be paid. If attendance is voluntary and not required by the City, employees will not be paid. Non-exempt employees will be paid for travel time to attend mandatory meetings and trainings from their normal work location to the meeting location. Employees will not be paid for travel time from (or to) home for a required meeting or training. If an employee is required to attend a meeting or training and is not scheduled to work that day, the employee will be compensated for time spent at the meeting and any travel time to and from the meeting that takes place within what would typically be the employee's regularly scheduled work day; however, travel

from (or to) home in connection with such a meeting is not compensable if such travel occurs outside the employee's regularly scheduled work hours.

## **G. COMPENSATION**

- 1. General Policy:** Please refer to any union collective bargaining agreements if appropriate.

It is the policy of the City to pay fair and equitable salaries to all employees based on the relative value of each position within the City, giving due consideration to rates paid in comparable municipalities for comparable work and to the financial position of the City. Further, it is the City's policy to maintain a salary program which will:

- Attract and retain high caliber individuals; and
- Provide peak motivation to employees by paying salaries, within the boundaries of the established ranges, based on the individual's accomplishments.

- 2. Responsibility for Salary Administration:** The City Administrator is responsible for the development, maintenance and continued administration of the salary schedule. The City Administrator will conduct such special studies of pay policies deemed necessary or expedient, and as a result of such study, may recommend amendments of salary ranges and related employee policies to the Mayor and City Council.

- 3. Salary Ranges:** A salary range provides a minimum and maximum salary rate. The minimum salary rate serves as a normal entrance salary for new appointees to any position in a class and represents the lowest rate to be paid to an employee who is considered qualified for appointment to, or retention of, the position. A maximum salary rate is the highest amount to be paid to any employee who occupies a position in the class, considering the limitation on the class of positions and its relationship to other classes.

The salary ranges are intended to furnish administrative flexibility in meeting changing labor market conditions and recognizing meritorious services of employees.

No payment or allowance will be made to any employee which would have the effect of causing his or her total compensation or pay for any period to exceed the maximum rate prescribed for the class except as is expressly authorized in the established salary or by the provisions of the section relating to overtime allowances. Likewise, no employee should be paid less than the minimum rate prescribed for his or her class.

- 4. New Employee Pay Rates:** New employees will be hired as close to the minimum of their position grade range as possible unless they possess special qualifications or extensive experience. Employees will not be hired at an actual salary above the minimum of his or her position grade range, except under unusual circumstances as determined by the City Administrator.
- 5. Pay Increase Eligibility:** Upon successful completion of the introductory period and anniversary date, an employee may receive a pay adjustment. Eligibility for such increases will be based upon successful completion of goals in accordance with the City's Performance Management policy. For purposes of this policy, successful completion shall mean receiving an overall score of 100% or more on the employee target sheet. The anniversary date of an employee should be the calendar date upon which employment with the City started or the date that an employee was transferred, promoted or demoted in to a new position. Employees who have been suspended from work, demoted as a

result of discipline, or issued two or more disciplinary reprimands in the immediately preceding 12-month period shall not be eligible for a performance adjustment.

6. **Pay Rates in Demotion:** If an employee is demoted, their rate of pay will be determined as follows:
  - a. 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 will be reduced to no more than the maximum rate of pay of the lower position.
  - b. The rate of pay will be reduced to the closest approximation of 10%.
7. **Payment of Leave Upon Death of an Employee:** Upon the death of an active full-time employee who has completed the introductory period, the employee's beneficiary will be entitled to payment for such accumulated paid leave as was available to the employee at the time of his or her death in accordance with this policy or as stated in existing labor agreements.
8. **Wages in Advance:** It is the policy of the City that no advance in future wages (including accrued vacation leave) shall be made.
9. **Pay for Absence from Work Due to Weather Conditions:** When an employee cannot report for normal duty due to weather conditions, the employee shall have the option to take a deduction of vacation leave, compensatory time or administrative comp time as long as the employee notifies his or her Supervisor no less than fifteen (15) minutes prior to the start of the employees regularly scheduled start time.
10. **Pay rate for Upgrades:** If an upgrade occurs, the employee shall be moved to a step that is most equal to their current rate, without being reduced.
11. **Pay rate for Promotion:** If an employee is promoted to a position in a higher grade, the employee shall receive a salary adjustment to the closest approximation to five percent (5%).
12. **Working out of class:** When the employee is assigned to perform the duties of a position in a classification higher than the classification currently held by the employee, the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall receive a 5% increase over his/her current pay.

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor or department director may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the BPMA President.

**H. PAY PERIODS, PAY DAY AND PAY CORRECTIONS**

Each pay period covers two weeks (bi-weekly), beginning with a Sunday and ending on a Saturday. Pay for the pay period will be issued on the following Friday by direct deposit. If a pay day falls on a holiday, the City will pay employees the day before the holiday. The City will make all required federal, state, and local deductions from your paycheck as well as all voluntary deductions such as health insurance premiums and other items you authorize in writing.

If the employee notices any discrepancies on their paycheck, the employee must immediately report them in writing to the Human Resources Director. If the City shall notice the discrepancy, the City will notify the employee in writing. Once the discrepancy is discovered, either by the employee or the City, corrections will typically made to the employee's paycheck within the following two (2) payrolls. Should an error result in the need for repayment to the City by the employee, a mutually agreed upon repayment plan may be made with the Human Resources Director. Failure to report discrepancies once discovered may result in disciplinary action, up to and including termination of employment.

**I. TIMEKEEPING**

Non-exempt employees must report their hours of work using the City's timekeeping system. Employees must record their in and out times at the beginning and end of their shifts and meal breaks, and may not perform any work unless entered in the timekeeping system.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Any employee that is asked to work off the clock or sees another employee working off the clock must report this immediately to the Human Resources Director. If you make an error when clocking in or out, or when otherwise entering your time, you must immediately notify your immediate supervisor.

**VII. BENEFITS**

**A. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The City provides accidental death and dismemberment insurance to full-time employees. This coverage will be effective the first of the month following 30 days of employment. The City will pay for the cost of such insurance.

**B. BEREAVEMENT LEAVE**

1. In the event of the death of a full-time employee's parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, or step-child, the employee may take up to five (5) consecutive or non-consecutive days of paid bereavement leave.
2. In the event of the death of a parent, sibling, grandparent, step-parent, or step-grandparent of the spouse of a full-time employee, the employee may take up to three (3) consecutive or non-consecutive days of paid bereavement leave.
3. In the event of the death of an aunt, uncle, niece, or nephew of a full-time employee or that employee's spouse, the employee may take one (1) day of paid bereavement leave.

An employee seeking to take bereavement leave must obtain approval from his/her immediate supervisor prior to taking such leave. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

**C. DENTAL INSURANCE**

The City offers dental insurance to full-time employees and their dependents. This coverage will be effective the first of the month following 30 days of employment. Eligible employees who wish to include their dependents on their dental insurance plan must pay any additional premium and authorize the City in writing to deduct that additional premium from their paychecks.

**D. DISABILITY INSURANCE**

The City provides long-term disability insurance to full-time employees at no cost to them. This coverage will be effective the first of the month following 30 days of employment.

**E. EMPLOYEE ASSISTANCE PROGRAM**

The City offers an Employee Assistance Program ("EAP") to employees who need assistance dealing with issues affecting them both at home and at work. The program offers professional counseling at no cost and on a voluntary basis to employees and their families for alcohol or drug abuse, family and marital problems, and emotional issues. Employees and their family members wishing to take advantage of the program may contact the EAP provider directly. If an employee has any questions they can also contact the Human Resources office for further guidance.

The Employee Assistance Program also provides professional counseling at no cost to employees for job performance issues and concerns. Employees may undergo such counseling on a voluntary basis, or supervisors may refer employees to mandatory counseling for job performance issues and/or as part of disciplinary action. The EAP liaison will coordinate all referrals, whether voluntary or mandated.

1. **Confidentiality:** All information given to the internal EAP liaison regarding personal problems will remain confidential. All information given to EAP will be kept confidential within statutory guidelines. Information from the EAP may only be obtained by the City with written permission by the employee.
2. **Supervisory Referrals:** Supervisory personnel throughout the City shall be responsible to promote the availability of the EAP resources to employees. It is recognized that supervisors do not have the professional qualification to assess specific personal problems. Necessary referral to EAP will be based on documented unsatisfactory work performance.

**Procedures for Making Supervisory Referral:**

- a. When a notice of disciplinary action is completed, the Supervisor may inform the employee of the availability of EAP. Depending upon the severity of the job performance problem, the Supervisor or Department Director may require the employee to contact the EAP for assistance.
- b. A referral to the EAP will occur simultaneously with standard disciplinary action for unsatisfactory job performance.

Initial assessment/counseling time with the EAP will be considered “City Time” for supervisory referrals only. Leave time for follow-up sessions with the EAP and/or referral agencies will be handled in accordance with standard leave policies.

3. **Responsibility of the Employee:** The employee has the responsibility to follow through with the Supervisor’s recommendation to contact the EAP counsellor and to cooperate with the recommended course of action. Employees who refuse assistance or who do not respond to or fail to successfully complete the recommended course of action will be handled in accordance with standard disciplinary procedures for unsatisfactory job performance and/or insubordination.

#### F. HEALTH INSURANCE

The City offers health insurance to full-time employees and their dependents on the first day of the month following completion of the first 30 days of employment.

#### G. RETIREMENT SYSTEMS

**Types of Systems:** Three retirement systems exist within the City of Bellevue: one for sworn personnel in the classified service of the Police Department, one for classified service of the Fire Department and one for civilian personnel in service throughout the City. Each system requires contribution from both the employee and the City.

- a. **Sworn Positions in the Police Department:** Sworn members of the Police Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
- b. **Sworn Positions in the Fire Department:** Sworn members of the Fire Department will be retired in accordance with the provisions of Nebraska State Statutes and collective bargaining agreements covering retirement for their classifications.
- c. **Civilian Positions throughout the City:** Regular full-time civilian employees, as well as the City, will contribute an amount as described in [Appendix E](#) of this handbook.

The City will provide the death benefit to all members of the retirement plan in accordance with this plan.

#### H. HOLIDAYS

The City observes the following holidays:

1. New Year’s Day
2. Martin Luther King Day
3. President’s Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran’s Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

If a holiday occurs on a Saturday, the City will observe the holiday on the preceding Friday. If a holiday occurs on a Sunday, the City will observe the holiday on the Monday following the holiday.

Full-time employees who are not required to work on a holiday will receive pay at their normal base rate of pay as if they did work the holiday. However, if an employee should have an unpaid absence (excluding FMLA) on the work day immediately before or after a holiday, such employee shall not receive holiday pay. Full-time, non-exempt employees who are required to work on a holiday will receive one and one-half (1½) times their base rate of pay for the actual number of hours worked.

Employees on suspension or an unpaid leave of absence are ineligible for holiday pay.

#### **I. JURY DUTY**

When selected for jury duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service. If an employee should be required to testify in other litigation, or if the employee should be an expert witness (not in official capacity), the employee will not be granted leave with pay, but may use vacation time or be granted a leave without pay for the length of such service.

#### **J. LEAVE OF ABSENCE**

The City recognizes that a leave of absence for personal or medical reasons may be necessary. When an employee has exhausted his/her paid time off, he/she may request an unpaid leave of absence. Employees must direct a leave of absence request in writing to their department Director and specify the reason for and duration of the leave. The department Director must forward the request to the City Administrator with a recommendation to grant or deny the request. Unpaid leaves of absence shall not begin until approved by the City Administrator.

##### **1. Benefits While on Leave of Absence:**

- a. Upon approval, an employee who has been granted a leave of absence without pay will not be granted any advancement or promotion in relation to the position from which the employee is on leave. The employee will be entitled to and will retain all benefits accrued up to the effective date and the employee's seniority will cease at that date and will continue upon reinstatement. There will be no seniority gained during the leave of absence.
- b. An employee will not accrue vacation leave, sick leave, holiday pay or other benefits during the period the employee is on leave of absence without pay for more than three (3) working days.
- c. An employee may continue his or her health insurance coverage through the COBRA option, provided a personal check is received for the required monthly premium.

##### **2. Return from Leave of Absence:**

- a. If possible, at the discretion of the Director and City Administrator, an employee will be returned to the position they held at the time the leave of absence was granted.
- b. Upon expiration of the leave of absence and the return-to-work by the employee, the employee's salary will reflect all general cost of living adjustments made during the leave.
- c. An employee returning to work in to a position that requires a physical examination for employment, that has been gone for more than 60 days leave for any reason,

shall undergo a physical examination certifying the employee can perform the essential physical functions of the respective job description. An employee shall not be restored to his or her position until such time as the City receives such certification.

3. **Failure to Return to Work Following a Leave of Absence:** Failure on the part of an employee to return back to work upon the expiration of the approved leave of absence, on the return date previously agreed upon, may be considered equal to the resignation of the employee and the City Administrator may declare the position vacant.

#### **K. LIFE INSURANCE**

The City provides group term life insurance to all full-time employees. Unclassified employees should refer to Appendix E of this handbook for life insurance benefit details. Employees that have positions belonging to a union should refer to their applicable collective bargaining agreement for benefit details.

#### **L. MILITARY LEAVE**

An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Such employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Such employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. For purposes of this Section, "normal" work hours or "normally scheduled" work hours shall be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for military leave.

All employees who leave a position for the purpose of being inducted into, enlisting in, determining his/her physical fitness to enter, or performing training duty in the uniformed forces of the United States shall, when ordered by proper authority to active service, be entitled to a military leave of absence from employment with the City for the period of such service. The City, through proper authority, may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than those set forth in 29 U.S.C. § 4304, he/she shall be entitled to return to his/her former position in accordance with the Uniformed Services Employment Reemployment Act, and such separation does not constitute a break or interruption of service or employment within the meaning of this Section after he/she is discharged from active duty. Such person shall not be discharged from his/her former or new position without cause: (a) within one (1) year after reinstatement if the person's period of service before reinstatement was more than 180 days; or (b) within 180 days after the date of reinstatement if the person's period of service before the reinstatement was more than 30 days but less than 181 days.

#### **M. SICK LEAVE**

Full-time employees will earn paid sick leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor. Employees, or someone on their behalf, must notify their immediate supervisor as soon as possible when the need to use sick leave arises and the expected return-to-work date. The City may require employees using sick leave to provide documentation from a health care provider.

Unless otherwise noted in an employee's respective collective bargaining agreement, eligible employees hired on or before 09/30/13 will earn 12 hours of paid sick leave upon completion of each month of employment. Eligible employees hired after 10/01/13 will accrue 8 hours of paid sick leave upon completion of each month of employment.

1. **Reasons for Use:** The City provides paid sick leave to full-time employees for use when:
  - a. recuperating from a non-work-related injury, illness, pregnancy, or other health condition;
  - b. undergoing medical, dental, optical, or surgical examinations or treatment;
  - c. exposed to a contagious disease that would endanger the health of other employees or members of the public; or,
  - d. caring for a parent, sibling, grandparent, grandchild, spouse, child, step-parent, step-grandparent, step-grandchild, family member that you have a healthcare/medical power of attorney over, or step-child who is injured, ill, recuperating from pregnancy, suffering from a health condition, or undergoing medical, dental, optical, or surgical examinations or treatment.
  
2. **Restrictions and Conditions for Sick Leave Use:** Directors will grant sick leave with pay in accordance with the following provisions:
  - a. Sick leave will not be granted in advance of accrual;
  - b. The amount of sick leave granted for necessary care of a sick member of an employee's immediate family or household will not exceed thirty (30) working days in any twelve-month period (with the exception of approved FMLA leave);
  - c. The amount of sick leave to be charged against an employee's accrual will be computed on the basis of the exact number of days or hours the employee is scheduled to work when sick leave is utilized;
  - d. Holidays or other regular days off will not be counted in charging sick leave;
  - e. Sick leave will not be used as vacation leave;
  - f. Pregnant employees will be expected to work prior to childbirth as long as they are able to perform their normal duties or until their physician advises otherwise. They will be expected to return to work at the completion of the pregnancy as soon as they can be reasonably expected to perform their normal duties based on a medical release to return to work;
  - g. Employees who fail to return after approved leave has ended may be considered terminated;
  - h. Sick leave will be requested in advance whenever possible for dental appointments, optical appointments, physical examinations, etc.;
  - i. Leave without pay may be granted for illness and disability extending beyond the earned sick leave accumulated; or
  - j. After twelve continuous months of service, vacation leave may be used for sick leave when sick leave time has been exhausted.

- 3. Reporting an Absence using Sick Leave:** If an employee is absent for reasons which entitles the employee to sick leave, the employee or a member of his or her household must notify the employee's Supervisor by personal phone call during the first normal duty hour.

If the employee fails to notify the Supervisor or the person designated to receive such calls, sick leave with pay will not be approved, except in unusual circumstances to be determined by the Director and the City Administrator.

- 4. Investigation of Sick Leave Use:** Directors may request written verification by a physician of illness of an employee absent on sick leave. False or fraudulent use of sick leave will be cause for disciplinary action and may result in termination.
- 5. Medical Statement:** An employee who is absent on sick leave because of his or her own illness or injury or that of a member of his or her immediate family or household may be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Director. If the employee is using Telehealth, the employee may be required to provide a print-out from the service showing that services were received on the date in which the note was provided.
- 6. Transfer of Sick Leave Accrual:** When an employee is transferred to another position, any unused sick leave which may have accumulated to the employee's credit will continue to be available for their use as necessary.
- 7. Sick Leave During Introductory Period:** During their introductory period, full-time employees will be entitled to sick leave at the same rate as regular employees. Sick leave will be granted during the introductory period up to the number of hours accrued by the employee.
- 8. Sick Leave Without Pay:** An employee in need of sick leave but who does not have any accrued sick leave time may request leave without pay. Such a request will have the City Administrator's approval before it is granted. Please refer to the Federal Family and Medical Leave Act (FMLA) Leave of Absence Regulations.
- 9. Donation of sick leave:** In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. All unused sick time donations will be distributed proportionately back to the donors. Employees may donate time to any employee, even if it is outside of their bargaining unit/employee group.

#### **N. TUITION/CERTIFICATION ASSISTANCE**

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The City offers a tuition and certification assistance program to all part-time and full-time employees who have completed their introductory period. The City, upon eligibility, will reimburse such employees 50% of the cost of tuition for job-related coursework or certificate program offered through an accredited program, up to \$5,200 per calendar year. Upon eligibility the City will also reimburse employees at 100% for the cost of exams for job-related certifications.

- 1. Eligibility**

- a. employees must obtain written approval from their department Director and Human Resources Director prior to enrolling in such coursework or signing up for a certification exam or program; and
- b. earn a grade of "C" or better for undergraduate coursework, and "B" or better for graduate level coursework its equivalent to receive any reimbursement. Exams for certification will be graded on a pass/fail basis; failure to pass an exam for a certification will disqualify an employee from being reimbursed any costs. Upon completion of the course or certification exam, eligible employees must provide evidence of the grade or certification awarded and receipts for tuition/fees paid.

**O. VACATION LEAVE**

Full-time employees will earn paid vacation leave upon the completion of each month of employment, and will be eligible to use that leave once it is accrued and upon advance written approval from their immediate supervisor.

1. **Scheduling of Vacations:** Vacation leave will be taken at a time convenient to and approved by the Director.

Directors, or their designee, will grant leave on the basis of the work requirements of the department after conferring with employees and recognizing their needs whenever possible.

Consideration in the scheduling of vacation leave will be given to employees in the order of their total length of employment with the City.

2. **Transfers:** When an employee transfers from one department to another in the City, the employee's vacation accrual will transfer to the new department.

Transfers made at the request of the employee will result in loss of preference in the scheduling of vacation leave for the first year in the department to which the employee transferred.

3. **Holidays:** Holidays occurring during scheduled vacation leave will not be charged against vacation leave.

4. **Vacation Prior to Retirement:** Retiring employees will have their vacation leave, sick leave (in accordance with appropriate labor agreement) and compensation time paid out in full on their final paycheck.

**P. VOTING LEAVE**

The City encourages employees to vote in federal, state, and local elections. Most employees will have a two-hour period of time either before or after their regularly scheduled shift or normal working hours to vote. Employees who do not have such a period of time and who receive advance written approval from their immediate supervisor may take up to two hours of leave, without loss of pay, to vote.

**Q. WORKERS' COMPENSATION**

The City maintains a workers' compensation injury policy, which covers eligible employees who sustain a work-related injury or contract a work-related disease. Eligible employees will receive workers' compensation benefits in accordance with Nebraska workers' compensation laws in effect at the time of the injury. Workers' compensation benefits include, but are not limited to, the

payment of medical expenses, rehabilitation, total and partial disability allowances, and death benefits. Employees who sustain a work-related injury or contract a work-related disease may be ineligible for workers' compensation benefits if they were intoxicated or willfully negligent at the time of the injury.

Employees must immediately report all work-related injuries and diseases to their immediate supervisor to ensure they complete the necessary workers' compensation forms and receive workers' compensation benefits.

**City's Payments in Addition to Worker's Compensation:** An employee receiving Worker's Compensation may also elect to receive a salary from the City, but only that amount which, when added to the amount paid by Worker's Compensation, will equal the employee's regular salary. Under this condition, earned sick leave and/or vacation leave will be charged for that part of the employee's pay from the City.

When the employee has used all of their sick leave and vacation leave to supplement the payments from Worker's Compensation, no payments to the employee in addition to Worker's Compensation will be made by the City.

**R. BENEFIT CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements. Employees are responsible to notify Human Resources of any qualifying event.

The City will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage.

## APPENDIX A

### Code of Ethics/Conflict of Interest Policy

#### ADMINISTRATION

##### Article IV. Officers and Employees

##### Division 4. Code of Ethics

#### **Sec. 2-202. Declaration of Policy and Definitions.**

It is the policy of the City that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all city officials and employees is adopted. When used in this division, city employee, employee, city official and official shall have the following meanings:

City employee or employee means any person employed by the city of Bellevue, but does not include independent contractors hired by the city.

City official or official unless otherwise expressly defined, means the Mayor, members of the City Council, City Administrator, all division and department heads, whether such person is salaried, hired or elected, and all other persons holding appointed positions designated by this code, as it may be amended from time to time. City official also includes individuals appointed by the Mayor and City Council to all city commissions, committees, boards, task forces, or other city bodies unless specifically exempted from this division by the City Council.

#### **Sec. 2-203. Standards of Conduct.**

(a) No city official or employee shall transact any business in his official capacity with any entity in which he or she has a business interest. Business interest means a business: (1) in which the city official or employee is a partner, director or officer; or (2) in which the city official or employee or an immediate family member of the city official or employee is a stockholder of closed corporation stock worth one thousand dollars (\$1,000.00) or more at fair market value or which represents more than a five percent (5%) equity interest, or is a stockholder of publicly traded stock which represents more than two percent (2%) equity interest.

(b) No city official or employee shall formally appear before the body of which the official or employee is a member while acting as an advocate for himself or any other person, group, or entity.

(c) No city official or employee shall represent, for compensation, any other private person, group or entity in his or her official capacity before any department, commission, board or committee of the city. Any city official or employee acting in a capacity other than his or her

official capacity before such department, commission, board or committee of the city shall disclose the same and shall not participate in the matter in his or her official capacity.

(d) No city official or employee shall represent, directly or indirectly, any other private person, group or entity in any action or proceeding directly against the interests of the city, or in any litigation in which the city or any department, commission, or board or committee thereof is a named party, if the city official or employee previously participated in the action or events which precipitated such action or proceeding against the interests of the city; provided, however, nothing herein shall limit an official from representing a court appointed criminal defendant or representing a party to a civil action where the city is named a party by way of its holding a lien interest for a special assessment where the validity of the special assessment is not an issue; and provided further, that nothing herein shall limit the authority of the city attorney and his or her staff to represent the city, its boards, commissions, committees and officers in the discharge of their duties.

(e) No city official or employee shall represent, directly or indirectly, any private person, group or entity in any action or proceeding in court which was instituted by a city official or employee in the course of official duties, except as provided in subsection (d) above.

(f) No city official shall represent any private person, group or entity in any action or proceeding in court which was instituted by or arising from a decision of a board, commission, committee, task force or other body on which the official served in his or her official capacity with regard to the specific decision being challenged.

(g) No city official or employee shall accept or solicit any gift or favor, that might reasonably tend to influence that individual in the discharge of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct.

(h) No city official or employee shall solicit or accept other employment to be performed or compensation to be received while still a city official or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of city duties

(1) If a city official or employee accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official or employee might reasonably be expected to act, investigate, advise, or make a recommendation, the official or employee shall disclose that fact to the council, board, or commission on which he or she serves or to his or her supervisor and shall take no further action on matters regarding the potential future employer.

(i) No city official or employee shall use his or her official position to secure a special privilege or exemption for himself/herself or others, or to secure confidential information for any purpose other than official responsibilities.

(j) No city official or employee shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) City officials and employees shall not exceed their authority or breach the law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or officially recognized confidentiality of their work.

(l) No city official or employee in the course of his or her official duties shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen in the same circumstances.

(m) Preferential consideration of the request or petition of any individual citizen or group of citizens shall not be given. No person shall receive special advantages beyond that which are available to any other citizen.

**Sec. 2-204. Prohibition on conflict of interest.**

(a) A city official or employee may not participate in a vote or decision on a matter affecting a person, entity, or property in which the official or employee is associated or involved. Where the interest of a city official or employee in the subject matter of a vote or decision is remote or incidental, the city official or employee may participate in the vote or decision and need not disclose the interest. Nothing herein shall be construed however, from preventing a city official or employee from participating in a vote or decision regarding a collective bargaining agreement to which he is a member of such union or is otherwise affected thereby.

(b) Remote Interest means an interest of a person or entity, including a city official or employee, who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges, or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.

(c) Incidental interest means an interest in a person, entity or property which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This section does not establish dollar limits on the terms "insignificant value" and "de minimis", which shall have their usual meanings and be subject to interpretation on a case by case basis.

**Sec. 2-205. Conflict of interest; disclosure.**

(a) A city official shall disclose the existence of any business with which the official is associated involving a person, entity or property which would be affected by a vote or decision of the body of which the city official is a member or that he or she serves as a corporate officer or member of the board of directors of a nonprofit entity for which a vote or decision regarding funding by or through the city is being considered. City officials and employees of the city shall comply with applicable provisions of state law relative to conflicts of interest and generally regulating the conduct of public officials or employees.

(b) To comply with this section, any council member who has a conflict of interest, as set forth in subparagraph (a) above, in any matter before the City Council, shall disclose such fact on the records of the City Council prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue. Upon disclosure of a conflict, the council member shall step down from the council table, leave the council chamber and refrain from participating in any discussion or voting thereon, provided that such exceptions shall be observed as is permitted by law. This provision shall apply if a council member has disqualified himself or herself from voting.

(c) To comply with this section, any member of any official board, commission or committee, other than the City Council, who has a conflict of interest as defined herein, in any matter before the board, commission or committee, of which he or she is a member, shall disclose such fact on the records of such board, commission or committee prior to or immediately after opening discussion of the issue, or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to

opening discussion of the issue. Upon disclosure of a conflict, the member shall refrain from participating, in his or her official capacity, in any discussion or voting thereon, provided that such exceptions shall be observed as are permitted by law.

(d) To comply with this section, a city employee shall notify his or her supervisor in writing of any substantial interest he or she may have in a person, entity or property which would be affected by an exercise of discretionary authority by the city employee and a supervisor shall reassign the matter. In addition, any employee who has a financial or other special interest in a matter before the City Council or any board, commission, or committee, and who participates in discussion with or gives an official opinion to the council or to such board, commission or committee relating to such matter, shall disclose on the records of the council or such board, commission or committee, as the case may be, prior to or immediately after opening discussion of the issue or at such time thereafter that the conflict becomes apparent if the existence of a conflict is not realized prior to opening discussion of the issue, the nature and extent of such interest.

**Sec. 2-206. Interest of spouse.**

(a) A spouse of a city official or employee involved in a business with which he or she is associated shall be deemed to apply to that city official or employee for the purposes of sections 2-204 and 2-205 concerning disclosure.

(b) A city official or employee may not participate in a vote or decision affecting a business with which an individual is associated if that individual is related in the first or second degree of consanguinity or affinity to the city official or employee. For the purposes of this section, business with which an individual is associated shall be defined the same as business interest in section 2-203(a).

**Sec. 2-207. Misuse of official information.**

(a) No city official or employee shall willfully and knowingly use confidential information for pecuniary gain to any other person confidential information acquired by him or her in the course of and by reason of his official duties, nor shall any public official or employee use any such information for the purpose of pecuniary gain.

(b) No former city official or former employee shall use any confidential information to which he or she had access by virtue of his or her official capacity and which has not been made public concerning the property, operations, policies, or affairs of the city.

Ordinance No. 3664, Approved 3.12.12  
Ordinances are subject to change before the City Council.

## APPENDIX B

### Community Relations Department Media Policy

#### I. STATEMENT OF PURPOSE

Efficient and effective communication with the media is critical to the City of Bellevue's ability to carry out our goal of operational transparency. Coordination, uniformity, accuracy and timeliness are the cornerstones of strong and productive media relations.

The purpose of the Media Policy is to provide the City of Bellevue with guidelines to keep the media and the public fairly and accurately informed of programs, services, events and issues in a timely and forthright manner.

The City of Bellevue utilizes a variety of communication methods to disseminate information about the City and its projects, events and initiatives. These methods include press releases, the City's website as well as Facebook and Twitter pages. As communication methods and associated technology evolves, the City will consider participating in new communication formats when approved by the City Administrator, and adapt its media policy accordingly.

Effective media relations best serve the City through:

1. Providing transparency and accountability to the public about city government issues
2. Informing residents of City programs and services
3. Ensures that timely and accurate information is conveyed to the public
4. Establishing and maintaining an accurate public perception of the City of Bellevue
5. Increasing the visibility of the City on local, statewide and national levels
6. Promoting the City's achievements, activities and significant events

#### II. POLICY

##### A. GENERAL MEDIA INQUIRIES

The City Administrator with assistance from the Community Relations Coordinator serves as the primary spokesperson for the City of Bellevue and conveys the official City position on routine media inquiries, issues of citywide significance and situations that are sensitive and controversial in nature. **The Bellevue Police and Fire Departments operate under separate departmental policies and have dedicated public information officers (PIOs) that handle working scenes.**

Directors and other designees may receive and handle routine media inquiries themselves when pertaining to their department with approval from the City Administrator or Community Relations Coordinator. Inquiries of a controversial nature that have citywide impact should be directed to the City Administrator or Community Relations Coordinator via email or phone in order to maintain consistency in our response.

In cases of community-wide significance, defined as a significant operational event that is likely to disrupt or alarm members of the community, the Community Relations Coordinator will work with other City Officials to assess the situation, develop key messages and/or a written statement to detail the known facts and summarize the City's position.

In the event of a community-wide crisis or significant emergency situation, the City Administrator or his designee with assistance from the Community Relations Coordinator will handle all contacts with the media and will coordinate the information flow from the City to the public as well as City staff. Examples of these types of situations include severe weather events, flooding, acts of terrorism, major power failures/outages or other disruptions. In such situations, all City departments should refer calls from the media to the Community Relations Coordinator in accordance with the City Emergency Operations Plan.

Depending on the situation, the City Administrator may designate another or an additional City Official to serve as the spokesperson. A single initial media contact ensures uniformity and consistency in coordinating a focused and targeted City message. Several uncoordinated responses increase the risk of contradictory information being disseminated, which will leave the public confused and ultimately mistrusting of City administration.

## **B. SOCIAL MEDIA**

To address the changing way residents, communicate and obtain information relating to the programs and goals of the City, the City of Bellevue will participate in select social media formats to reach a broader audience where appropriate and when approved by the City Administrator, the Community Relations Coordinator.

The City of Bellevue recognizes that social media is a valuable tool to communicate with both our citizens and fellow employees and that the City has an interest and expectation on deciding what messages are relayed on behalf of the City. The purpose of this policy is to provide and establish guidelines to City employees on their use of social media while working for the City or during non-work hours. Regularly, social media and other online tools and technology are created, discarded or modified; therefore, this policy is intended to be applicable to a broad range of social media and internet activity.

All official City of Bellevue presences on social media sites or services are considered an extension of the City's Community Relations Department. All City use of social media must be approved by the City Administrator through the Community Relations Coordinator and follow this policy. The City Administrator or designee and Community Relations Coordinator will work to review and approve requests to use social media sites as deemed appropriate. It is the responsibility of the Community Relations Coordinator under direction of the City Administrator's Office to act as the City's official spokesperson, including acting as the City's official web presence via social media. The City will maintain one official page per each approved social media outlet, which is to be created, maintained and monitored by the Community Relations Department, all of which are to be regularly updated. The exception to this policy is Facebook and Twitter accounts for the Bellevue Police and Fire Departments which will allow for after hours and weekend updates to incident reports. The Community Relations Department will distribute all social media content and ensure each of the approved uses and sites adheres to the social media policy for appropriate use and the message is consistent with the branding and goals of the City of Bellevue.

For purposes of this policy, the following definitions are outlined below:

“Blog”: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

- “Page”: The specific portion of a social media website where content is displayed, and managed by an individual or individuals with editorial or administrative rights.
- “Post”: Content an individual share on a social media site or the act of publishing content on a site.
- “Profile”: Information that a user provides about himself or herself on a social networking site.
- “Social Media”: A category of Internet-based resources that integrate user-generated content and user participation, including tools for sharing and discussing information. The term most often refers to activities that integrate technology, telecommunications, and social interaction, alongside the construction of words, pictures, video, and audio. This includes, but is not limited to social networking and communication sites such as, Facebook & MySpace, weblogs and micro-blogging sites like Twitter or Nixle, forums and message boards, photo and video-sharing sites like, Instagram, Snapchat, Imgur, Flickr, Vimeo, & YouTube, real-time web communications like Medium and Tumblr(chat, chat rooms, video chats), all of the wikis (Wikipedia), blogs, and news sites (Digg, Quora, Reddit, etc.).
- “Social Networks”: Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.
- “Speech”: Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, audio, video, or related forms of communication.
- “Wiki”: Web page(s) that can be edited collaboratively.

Use of social media must comply with applicable federal, state and City ordinances, regulations and policies, as well as proper business etiquette. This includes adherence to established laws and policies regarding copyright, records retention, release of public information, the First Amendment, privacy laws and information security policies established by the City of Bellevue.

Wherever possible, links to more information should direct users back to the City’s official website, [www.bellevue.net](http://www.bellevue.net), for more information, forms, documents or online services necessary to conduct business with the City of Bellevue.

The Community Relations Coordinator or designees representing the City via the City’s social media outlets must conduct themselves at all times as representatives of the City of Bellevue.

Violation of this policy may result in the removal of pages from social media outlets.

The City of Bellevue reserves the right to remove any messages or postings, including those that are obscene, and in violation of the copyright, trademark right, or other intellectual property right of any third party. Violations can include but are not limited to:

1. Foul, defamatory or disparaging language or comments,
2. Purposely inaccurate and/or misleading comments,
3. Sexual content or links to sexual content,
4. Comments on work-related legal proceedings or ongoing investigations,
5. Solicitations of commerce,
6. Conduct or encouragement of illegal activity,
7. Confidential or proprietary information, and/or
8. Information that may tend to put at-risk the safety and security of the public or public infrastructure.

The City of Bellevue reserves the right to review and discipline any employee for any on-duty or off-duty social media communications that are in violation of this policy or any other provisions in this Employee Handbook.

### **III. GENERAL PROCEDURES FOR DEALING WITH THE MEDIA**

All Media inquiries shall be referred to the City Administrator or Community Relations Department if they involve issues of citywide significance and/or are of a controversial or sensitive nature. This enables the Administration and Community Relation Coordinator to track pertinent issues and to anticipate problems or concerns in the proactive development of the City's message.

The Community Relations Department promotes the City through media releases and several additional communication avenues regarding special accomplishments, events, activities, programs, initiatives and plans. All media releases intended for external audiences should be routed through the Community Relations Coordinator.

Since positive media solicitation is an integral element of the City's communications strategy, any ideas for articles or media pieces that would positively portray the City, its work or its community should also be directed to Community Relations Coordinator.

In a similar manner, Community Relations Coordinator should be notified about negative occurrences that are likely to rise to the level of a news story. Routine inquiries on topics specific to a project or department may be handled by the appropriate staff person within the department however the City Administrator and the Community Relations Coordinator should be notified on any topic that has the potential to present the City in an unfavorable light. Such notification can be particularly important if follow-up inquiries are made with other City staff to ensure a coordinated, consistent City response.

#### **Guidelines for communicating with the media when the issue is non-controversial and limited to the staff member's area of expertise:**

When fielding a media inquiry, it is not necessary to respond immediately. It is acceptable to gather your notes and thoughts and call the reporter back. Be cognizant that the reporter is on a deadline. If necessary, you may obtain in writing via e-mail: the name of the person calling, the media organization, the deadline, the anticipated time of release of information in print or broadcast and his/her questions. Request that they copy the Community Relations Coordinator on their inquiry. Additional questions to ask are the content of the story and the other sources the reporter will be utilizing.

#### **Guidelines for dealing with TV and radio interviews:**

When you receive a request for an on-air interview, please contact the Community Relations Coordinator and provide the reporter's name and affiliate. The Community Relations Coordinator with approval of the City Administrator will handle scheduling the interview and will be available for consultation before the interview.

The best approach with the media is to be prompt, helpful and honest. All contacts from the media should be returned as soon as possible, in deference to reporters' deadlines. At the most, a call should be returned within a half-day. If that is not possible, an alternate employee (if appropriate) or the Community Relations Coordinator should be asked to handle the call.

**Issues that should not be discussed with reporters are:**

1. Legal issues, including liability issues and pending litigation
2. Personnel issues, including those surrounding existing and former employees
3. Questions that involve City integrity, such as ethics, or
4. A community-wide situation or emergency.

**Refer all such inquiries to the Community Relations Coordinator or City Administrator.**

**VI. CONTACT INFORMATION**

Community Relations Coordinator  
(402) 293-3052 Phone | (402) 515-6259 Cell

City Administrator, City of Bellevue  
(402) 293-3023 Phone

## **APPENDIX C**

### **Press Release Policy**

#### **I. OBJECTIVE**

The objective of this City of Bellevue Policy is to establish the procedure for the preparation and issuance of press releases. This is to assure that press releases are informative, accurate, and contain sufficient detail to be of use to the media and the public. The City must have press releases that are consistent in terms of style and are written in a fashion which will solicit media and public interest. Press releases must reflect the policy of the City, establish a mechanism for providing accurate information to the community concerning City programs, events and policy, and promote equal treatment of the media in the release of City press releases.

#### **II. PROCEDURES**

1. Press releases and information bulletins should be issued to bring special media attention to City of Bellevue programs, accomplishments, or policy decisions and to assist in citizen education about issues being considered by the City.
2. All press releases and information bulletins, except those issued by the Police and Fire Departments in connection with public safety reports and by Public Works for construction updates, shall be approved by the City Administrator prior to issuance.
3. All press releases shall be distributed to those on the Media Distribution List by email or fax. They shall also be distributed to City Councilmembers and Planning Commissioners, Management Staff, and other staff members as appropriate.
4. Quotations of individuals named in the press release shall be approved by the named person in advance.
5. Both timelines and accuracy of information contained in press releases is important. All facts shall be confirmed.
6. Press releases shall contain the date of issuance and be on City letterhead.
7. Press releases shall be posted on the bulletin board at City Hall and posted on the City's website.

### **III. RESPONSIBILITY**

1. The City Administrator shall be responsible for reviewing all press releases prior to distribution.
2. The Community Relations Coordinator shall be responsible for posting all press releases on the City's website; the person preparing the press release should e-mail it to the Community Relations Coordinator in PDF format.

### **IV. DEFINITIONS**

"Information bulletin" is a typed/printed report providing the facts of a given situation or issue designed to assist the media in developing their own coverage of the subject.

"Media Distribution List" is the name, email and fax number list approved by the City Administrator for which all press releases are to be emailed or faxed.

"Press release" shall mean a typed/printed announcement or story written so as to be printed as a news story or so as to be read over the broadcast media.

## APPENDIX D

### Travel Expense Policy

**Travel Expense Policy** – The Mayor, City Administrator, City Attorney, Council Members or employees traveling on behalf of the City of Bellevue (“City”) and performing approved City business will be reimbursed for their travel expenses. Travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. References in this policy to employees shall also be applicable to the mayor, City Administrator, Assistant City Administrator, City Attorney and the City Council (see section 16).

1. **Pre-Approval of Travel** – Travel to attend conferences or training or to conduct other City business requires the prior authorization of the employee’s supervisor and department head. Attendance by department heads requires the approval of the City Administrator. A “Travel and Training Authorization Form” (on City Intranet) is required to be completed and signed prior to incurring any expenses. Travel and training requests should clearly state (1) the purpose of the trip, (2) the specific need to the employee to travel, and (3) the estimated costs of the travel, including any registration fees.

Individual departments may require additional documentation regarding travel approval and evaluation of travel.

Requests to attend conferences and training during the last six months of an employee’s employment with the City will usually be denied. Local meetings may be approved.

The City will not pay for more than four (4) trips of more than 50 miles outside of the Bellevue city limit per budget year (October 1 to September 30) unless approved in advance by the department head, the Finance Director and the City Administrator, according to section 17 of this policy.

2. **Air Travel** – Air travel shall only be authorized when it is more economical than surface transportation. Reimbursement for commercial air travel will be limited to “coach” fare. First class travel is not allowed. Airfares should be most the economical flight available.

An exception to the most economical flight may be granted if significant time savings is achieved using direct flight versus connecting flights. All exceptions to the most economical airfare must be approved in advance in advance by the department head or City Administrator.

3. **Conferences and Training** – City employees are encouraged to attend conferences and training, within the constraints of departmental budgets, to obtain, maintain or enhance key knowledge and skills related to the employee’s profession.

Payment may be made directly to a vendor or as reimbursement to an employee for expenses incurred on behalf of the City. Original invoices/receipts and documentation showing the date, purpose and agenda of the conference or training must be attached to the employee’s travel expenses report.

The payment of meals and nonalcoholic beverages for City employees attending a conference or training is allowable if the employee is in travel status or the meal is included in the overall conference pricing.

An employee not in travel status will be reimbursed for actual costs incurred for attendance at official functions, conferences or hearings, not included in normal day-to-day operations of his or her department. These costs may include meals.

4. **Lodging** – Employees shall report only actual expenses paid for lodging. Business telephone calls and parking charges incurred at the lodging site may wither be directly billed to the City, paid with a City credit card or claimed on a travel expense report. If claimed on a travel expense report, detailed receipts for lodging are required to be filed with the claim.

Personal lodging expenses incurred such as movies, purchases of personal items, etc. should be deducted from lodging receipts prior to requesting reimbursement.

Lodging will be reimbursed when an employee is “away from home overnight.” The Internal Revenue Service states: “you are away from home overnight if your duties require you to be away from the general area of employment for a period substantially longer than an ordinary day’s work and, during released time while away, it is reasonable for you to need and to get sleep or rest to meet the demands of your employment or business. The absence must be of such duration that you cannot reasonably leave and return to that location before and after each day’s work.”

It is City’s policy that a person generally be more than 50 miles from his or her workplace in order to be eligible for lodging. There may be, under certain circumstances, reasons to pay for lodging for distances less than 50 miles. Such reasons include, but are not limited to work requirements, medical conditions, or weather. In those instances, the reason must be clearly stated as part of the substantiation and documentation of expenses.

5. **Meals** –

- a. **Overnight Travel** – Employees traveling on City business can claim the current Government Services Administration (GSA) daily rate for meals and incidentals applicable to the City’s zip code (68005). The GSA zip code 68005 daily rate for meals and incidentals will apply to travel to all locations. This rate will be posted on the City’s intranet and can also be found at the GSA website at (enter the 68005 zip code to find rate).

For all full travel days, the rate paid will be the GSA rate. For the first and last day of travel, the per diem amount paid will be 75% of the GSA per diem rate (this is consistent with Federal guidelines).

The per diem rate covers all taxes and tips. Employees will not be reimbursed separately for those items.

No reimbursement will be made for alcoholic beverages.

- b. **Same-Day Travel** – Employees with approved same-day travel will be reimbursed for meals and incidentals based upon actual costs incurred.

Employees are required to adequately document and substantiate all meals and incidentals submitted for reimbursement. Undocumented and unsubstantiated costs will not be reimbursed. Receipts are required for all receiptable transactions. Non-receiptable transactions, such as vending machine purchases, must clearly explain the nature and purpose of the purchase and why no receipt was obtained.

6. **Vehicle Costs** – An employee will be reimbursed for use of a personable vehicle while on City business (this does not include commuting miles) at the prevailing standard rate as established by the Internal Revenue Service through its Revenue Procedures.

This rate will be posted on the City's intranet and can also be found at the IRS website at <http://www.irs.gov/> (enter "mileage rates" in the Search box to find the current year Revenue Procedure with the mileage rate).

If more than one City employee is riding in a personal vehicle being used for travel while on City business, only the owner of vehicle will be reimbursed for mileage will not be paid to other occupants.

Vehicle usage must be economical based upon total travel costs (mileage, lodging, meals, employee travel time) when determining whether to travel by vehicle or air. Employees do not have the option to select vehicle travel if the distance of the trip makes vehicle travel less economical when considering all travel costs and lost productive employee time.

Department heads may require employees to utilize City-owned vehicles (as opposed to personal vehicles) if the use of the City-owned vehicle will be more economical. An employee's personal vehicle may be considered for use if a City-owned vehicle is not available, the employee is including personal travel during the trip, or the employee has other valid reasons for using a personal vehicle. The Travel and Training Authorization Form will indicate to the travel approver the vehicle (personal or City) intended to be used for the trip.

Employees will be reimbursed mileage for both overnight and same-day travel. The guidelines for reimbursement of mileage are the same for both.

When renting a vehicle, rental car insurance coverages should be declined. Car rental is covered by the City's insurance.

7. **Long Distance Telephone Calls** – Charges for long distance telephone calls are an allowable City expenditure if:
  - a. They are related to City business or
  - b. The employee is in travel status on City business and the calls are in accordance with an approved City policy.

Employees are encouraged to use the most economical method available for telephone calls.

8. **Reimbursement to One Employee for Two or More Employees' Expenses** – One employee may be reimbursed for actual expenses incurred on behalf of another City employee, such as when two employees eat a meal and one employee pays the bill. The employee to be reimbursed must provide the City with the same detailed information that would have been required of each City employee had they been billed individually. In all cases when one employee is requesting reimbursement for expenses of more than one City employee, detailed receipt policies must be adhered to, employees' names listed and documents cross-referenced, when applicable. If two employees are billed jointly, but each pays half and each requests reimbursement separately, the documents must be cross-referenced, since one employee usually will not have a detailed original receipt.

The highest-level employee should pay the bill if paying on behalf of one or more other employees. Lower level employees are not allowed to pay for expenses incurred by their supervisors or department heads, which would subsequently be approved by the supervisor or department head.

9. **Paying for Travel Expenses** – Several methods are available for payment of travel expenses, as follows:
- a. Direct payment by the City to the business.
  - b. Use of a City assigned credit card for individuals authorized to hold a City credit card.
  - c. Use of the employee's personal credit card (to be reimbursed upon submission of an approved travel expense report).
  - d. Request and receipt of a travel cash advance.

For conferences and training, employees are encouraged to contact the Purchasing department to arrange direct payment by the City.

10. **Cash Advances** – Cash advances may be made to employees to cover the estimated costs of lodging ground transportation, and meals and incidentals. If actual expenses submitted exceed the amount of the advance, the City will reimburse to the employee the difference. If the advance exceeds the actual expenses submitted, the employees should submit a check with his/her travel expense report to reimburse the City for the difference.

Approval of cash advances is required by supervisors and department heads. Cash advances requested by department heads are to be approved by the City Administrator.

11. **Travel Expense Report** – A "Travel Expense Report" (on City Intranet) for the incurred expense must be completed and submitted by the employee to his/her supervisor and department head for approval. Department heads are required to submit travel expense reports to the City Administrator for approval.

Employees must substantiate and document the cost for travel, lodging, meals and other expenses. To be reimbursed, the expense must be a necessary expense, the reason/purpose of the expense clearly stated, and the dates and amounts incurred documented.

Receipts are required for all expenditures that are not covered by per diem rates, regardless of the amount. In rare cases where a receipt is not available (example: vending machine purchase), an explanation of the date, time, amount and items purchased should be provided.

Each receipt must provide the required detail about the expense (date and specific items purchased). Credit card receipts with only total amounts will not be considered adequate documentation. Employees will be required to obtain the necessary detail documentation in order to be reimbursed.

In rare cases when the receipt provided by the merchant for minor expenditures does not detail the purchase, the employee should clearly explain what was purchased and provide a notation with the expense report indicating that no additional receipt detail was available from the merchant.

Failure to have a detailed receipt or provide necessary detail for non-receipted or non-itemized minor purchases shall make the expense a personal expense.

Travel expense reports must be submitted for approval no later than thirty days after the final day on which the expenses were incurred. Failure to submit expenses within the required time frame may result in expenses not being reimbursed.

12. **Personal Expenses** – Employees using personal credit cards for City business must exclude any personal expenses from those submitted for reimbursement. Whenever possible, employees are encouraged to make personal and City business expenditures separately.

Payments made directly by the City or with the City issued credit cards must never include any personal costs. If a personal cost is mistakenly paid for by the City, it must be reimbursed by the employee within three (3) business days. All personal costs paid for by the City and reimbursed by the employee will be reported to the Audit Committee. Use of City issued credit cards for personal expenses will result in disciplinary actions which may include termination.

13. **Employee and Approval Signatures**

- a. **Employee Signatures** – The employee claiming reimbursement of expenses must sign the travel expense report. By signing the travel expense report, the employee asserts that all expenses submitted are appropriate and legitimate expenses incurred in accordance with the City's Travel Expense Policy. Knowingly falsifying travel expense reports will result in disciplinary actions which may include termination.
- b. **Approval Signatures** – Supervisors, department heads and/or the City Administrator should insure that cost incurred are appropriate and legitimate and in accordance with the City's Travel Expenses Policy. Expenses that do not meet the policy requirements for reimbursement should be clearly noted and removed from the expense report.

14. **Travel with Family Members** – Family members may wish to attend meetings or conferences with employees who are traveling. Any additional costs incurred related to the attendance of family members are the responsibility of the employee.

15. **Training Attendance Evaluation** – Following the attendance at any conference or training, the employee is required to complete and provide to Personnel a "Travel Attendance Evaluation Form" (on City Intranet). This form documents the quality of the training, the benefits of attendance and whether it is recommended that attendance at similar sessions in the future occur. This is due within 10 days after the completion of the trip.

16. **Applicability of Policy and Approval of Travel Expenses for Non-Employees and the City Administrator** – All provisions of this policy are also applicable to non-employees (i.e. the Mayor, City Attorney and City Council) traveling to conduct approved City business.

Pre-approval of travel, approval of travel expense advances, and approval of travel expense reports for the Mayor, City Attorney, Assistant City Administer and the City\_Council is the responsibility of the City Administrator and the Finance Director.

Pre-approval of travel, approval of travel expense advances and approval of travel expense reports for the City Administrator are the responsibility of the Mayor.

17. **Policy Exceptions** – Policy exceptions may be granted with the approval of the department head, the Finance Director and the City Administrator. Policy exceptions for the City Administrator may be granted with the approval of the Mayor. Policy exception requests must clearly state the nature and the reason for the policy exceptions. All policy exceptions will be summarized and reported to the Finance Compliance and Control Manager, who will report the exceptions to the Audit Committee.

## APPENDIX E

### Unclassified Employee Benefit Summary

#### Compensation and benefits for unclassified full-time employees

The following are subject to change at any time with advance notice.

The City's Employee Handbook shall cover any issues not addressed.

The City Administrator's interpretation, and/or negotiated offers, of any of the following shall be final.

#### All Full-Time, Unclassified, Civilian Employees

##### Compensation

Introductory Period Employees: Your regular wage will be determined by the accepted offering wage at hiring or promotion. After six months of continuous employment, you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All introductory period employees will receive two 6-month Employee Evaluations; one upon the completion of your 6-month hire/promotion introductory period and one upon completion of one year of service of your hire/promotion date. Employees will then move to the annual review period on their anniversary/promotion date.

Employees outside of introductory period: Annually, on your anniversary (or promotion date), you will be eligible for a performance adjustment to your wage if your wage is less than the maximum range limit for your position. All wage increases must be accompanied by an Employee Evaluation Form.

Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12-month period, shall have any scheduled step increase delayed for six (6) months.

##### Education Incentives

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##### Education Reimbursement

The City may pay 50% of tuition, fees and books associated with the pursuit of a college certificate or degree that benefits the City, only if advance written approval by the Department Director and Human Resources Director was obtained prior to enrollment in the class(es). This benefit has a maximum of \$5,250 per calendar year, per employee. In order to be eligible for reimbursement the employee must receive a grade of "C" or better for undergraduate work, and "B" or better for graduate level coursework. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

Upon completion of the course, the employee must submit the completed education reimbursement form as well as receipts and evidence of the required grade or certification attached.

**Education Compensation**

In addition to regular hourly wages, Employees shall receive educational compensation according to the following schedule, for Higher Education completion. Higher Education is defined as education beyond high school, specifically provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

	Monthly Amount
Successful obtainment of an Associate's Degree	\$20.00
Successful obtainment of a Bachelor's Degree	\$25.00

\*Directors of the City will not follow the above schedule, but shall instead receive educational compensation in the amount of \$80.00 per month for a college or university degree or, in the event of partial completion, \$20.00 per thirty (30) credit hours earned.

**Longevity Pay**

Additional compensation shall be granted to Employees based upon the length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

	Monthly Amount
Beginning of 8 <sup>th</sup> year of employment	\$35.00
Beginning of 11 <sup>th</sup> year of employment	\$75.00
Beginning of 14 <sup>th</sup> year of employment	\$110.00
Beginning of 17 <sup>th</sup> year of employment	\$150.00
Beginning of 21 <sup>st</sup> year of employment	\$185.00
Beginning of 25 <sup>th</sup> year of employment	\$255.00

**Insurance**

The employee is entitled to the insurance benefits of the City including medical, dental, life and AD&D. Coverage shall start the first of the month following 30 days of employment.

**Medical**

Employee Only (Single) Coverage  
City pays 92.5% of the premium, employee share is 7.5%

All other coverage (Emp/child, Emp/Spouse, Family)  
City pays 82% of the premium, employee share is 18%

**Dental**

Employee Only (Single) Coverage  
City pays 100% of the premium

All other coverage (Emp/child, Emp/Spouse, Family)  
Employee is responsible for 100% of the premium

**Life and Accidental Death and Dismemberment**

City provides a term life policy in the amount equal to the Employee's annual salary plus \$7,000 OR \$52,000; whichever is greater up to a maximum of \$100,000

(Sworn employees shall receive a maximum benefit of \$52,000, regardless of salary)

**Long-Term Disability**

City provides 100%, based on salary

**Retirement-Principal**

Employee must contribute 6% of their gross wages and will receive a 6% City match (of such Employee's gross wages) towards the City's 414(h) pension and retirement plan

(Police and Fire Chiefs follow state statute and/or union contract)

**Medical retirement benefit**

Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five (5) continuous years, the City will pay the Group Insurance Plan premium for any Employee who retires as follows:

**SINGLE COVERAGE:** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and a half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN):** After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) of the chosen coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay fifty percent (50%) of the chosen coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

**Additional Voluntary Benefits**

The employee is eligible to elect voluntary benefits, premiums of which are paid for 100% by the employee. Coverage, if elected, starts the first of the month following 30 days of employment.

Retirement Savings in a 457 Plan-Principal (deferred or Roth contributions, no City match)

Supplemental Life Insurance

Vision Insurance

Accident/Cancer/Catastrophic-AFLAC

Legal Insurance-Legal Shield

**Sick Leave**

8 hours per month accrues on the first day following the calendar month of employment. Employees hired prior to 10/01/13 shall be grandfathered at their accrual rate of 12 hours per month. Upon termination of employment for other than cause, 50% of the sick leave hour balance, up to 960 hours, will be paid to employee who have at least five (5) years of service with the City.

Beginning 1<sup>st</sup> year of employment                      8 hours per month

**Paid Holidays**

You are eligible for holiday pay beginning the first day of employment:

- |                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Veteran's Day          |
| Martin Luther King's Birthday | Thanksgiving Day       |
| President's Day               | Day after Thanksgiving |
| Memorial Day                  | Christmas Day          |
| Independence Day              | Juneteenth             |
| Labor Day                     |                        |

**Vacation**

8 hours per month accrues on the first day following the calendar month of employment. On September 30<sup>th</sup> of each year, Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 200 hours. Remaining vacation leave will be paid at employee's termination. Once vacation is accrued, you are entitled to take the leave in accordance with the Handbook procedures. Employees hired prior to 10/01/13 shall be grandfathered at their current accrual rate schedule.

	<b>Monthly Accrual</b>
Start of 1 <sup>st</sup> year of employment	8 hours
Beginning of 5 <sup>th</sup> year of employment	11.00 hours
Beginning of 10 <sup>th</sup> year of employment	14.33 hours
Beginning of 15 <sup>th</sup> year of employment	16.00 hours

Beginning of 20<sup>th</sup> year of employment 17.66 hours  
Beginning of 25<sup>th</sup> year of employment 21.00 hours

Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

### Supplementary Benefits

#### Administrative Leave Time (full-time, exempt employees)

Admin Leave time can be earned at a rate of one hour of leave time for every one hour of time worked in excess of 80 hours each pay period, not to exceed 80 total hours in a fiscal year. On September 30<sup>th</sup> of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.

#### Comp Time (full-time, non-exempt employees)

Comp time can be earned, and banked, at a rate of 1.5 of the hours exceeding 40 each week, not to exceed 80 hours at any time. Once 80 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. Amount of Comp time for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the pay period. Once Comp time is earned, you are entitled to take the Comp time. Comp time will only be converted to cash at employee's termination.

#### Allowances

*Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock.*

## RECEIPT

I have received and read a copy of the City of Bellevue Employee Handbook (Revised September 2021) as well as the line correction approved by City Council on October 5, 2021, which I acknowledge supersedes all previous employee handbooks, manuals, and policies. I understand all of the rules and policies contained in this Employee Handbook and agree to abide by them. I understand that failure to abide by the rules, policies, terms and conditions of my employment may result in disciplinary action, up to and including termination.

Further, I acknowledge that these policies were effective when adopted by City Council (Council) and will supersede any and all employee rules, policies, regulations, or procedures that had been previously adopted by the Council.

I understand that the Employee Handbook is intended to provide employees with an understanding of the City's current employee policies and procedures and that those policies and procedures are subject to change, modification or elimination by the City at any time. I also understand and agree that nothing in this Employee Handbook constitutes an express or implied contract of employment between the City of Bellevue and any employee.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Printed Name

\_\_\_\_\_  
Date



Feb 7, 2023

**Administration**

- Meeting with Councilman Preister, Papio Valley Nursery and the Honor and Remember organization to discuss an initiative to plant trees in a city park to recognize fallen veterans.
- Meeting with Sarpy County museum board and city representatives.
- Ribbon cutting on 36<sup>th</sup> street reopening.
- Mission Avenue streetscape progress update.
- Ongoing meetings with Sewer Agency and funding.
- Weekly Reach Project development meeting.
- United City Meeting on upcoming Legislative session.
- Several meetings with residents regarding Fastwyre install.
- Met with Congressman Flood to discuss VA Clinic.
- Multiple meetings regarding economic development projects in the Hwy 34 corridor.
- Meeting with 1<sup>st</sup> Class Cities to discuss legislation proposed for Firefighter retirement.
- Planning discussion on Library and bidding process for construction.
- Seasonal wage review for summer jobs.
- 

**Finance**

**(See Attached)**

**Public Works**

**Engineering**

- a. Prioritizing Street Projects for 2023
- b. Training New Engineer 1 Employee
- c. Preparing for Bidding of Project in 2023
- d. Working on Mission Street Scape
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Monitoring Traffic on South 36<sup>th</sup>

**Facilities**

- a. Completed Renovation at Wastewater Department
- b. Managing all repairs and improvements to all City buildings and facilities
- c. Assisting with Library Renovation Plans
- d. Working on Updates for the Bellevue Professional Building

- e. Preparing to Install New Logo at 1510 Wall Street

#### **Fleet Services**

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Keeping Equipment Operational for Winter
- c. Managing Public Works uniform Inventory
- d. Assisting Fire Dept. at Fire Training Center on Training Equipment

#### **Parks**

- a. Preparing for Winter Trails and Parking Lot Cleaning
- b. Working with Bellevue University on Haworth Park
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Winter Recreations Programs/Preparing for Spring and Summer Rec Programs

#### **Streets**

- a. City Wide Street Snow Removal
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Monitoring Traffic on 36<sup>th</sup> Street

#### **Wastewater**

- a. Finalizing details with Sarpy County Wastewater on System Development
- b. Training new Employees for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

#### **Public Works**

- a. Reviewing Federal Requirements to receive Grants for Infrastructure Projects (Continues)
- b. Working with HDR on the development of AHP & Haworth Park with Bellevue University (Continues)
- c. Working with Interested Parties in Design of Memorials in AHP 911 Memorial Area
- d. Submitted Grant for \$200,000 for Banner Park Honor and Remember Forest for those who have lost their Lives in the Service of Our Country

**Planning**

Conducted a Pre-Ap for a mixed use development  
Reviewed draft of master parks plan – continual meetings  
Conducted a Pre-Ap for a multi-family residential development  
Continual meetings on NC3 with major stakeholders

**Permits and Inspections**

Performed 468 Inspections  
Issued 10 new permits for single family dwellings

**Code Enforcement**

Notices Issued -250  
Red Tags –52  
Clean ups – 3  
Calls – 1,060  
Towed Vehicles –11  
Tree Removals – 6

**Communications**

Getting the web site ready for Spring Activities  
Gathering photos for the 2023 Annual Report issued in April  
Coordinated Ribbon Cutting for 36<sup>th</sup> St project  
Responding to calls and emails on Mayors Hotline re Fastwyre installation  
Working with the Foundation on plans for 2023 Bellevue Rocks

**Police**

- 12/01 – Sarpy Co. Encryption Meeting
- 12/05 – Holiday Heroes
- 12/06 – Meeting with Chief Rathman

- City Council Meeting
- 12/17 – Rotary presentation
- 12/20 – City Council
- 12/21 – Holiday Luncheon service
- 12/29 – Dargy Retirement Gathering
- 1/05 – Civil Service Meeting
- 1/17 – Sweden Channel 4 interview
- 1/19 – Senator Flood visit – MACH-E
- 1/23 – Meeting with Lt.Col. Maher
- 1/24 – Justice Clearinghouse presentation
- 1/27 – Psychiatric New Year’s Awards Luncheon – Jess Manning award

### **Library**

- The Technical Services staff and the library shelvers undertook a major project to identify and label mystery and western books in large print format. These books have now been organized and shelved in separate sections as part of the overall large print collection. The move mirrors the organization of the regular type fiction shelves and should, hopefully, help persons who read mainly in these genres find the books they want more easily.
- Kids in grades 3-6 are invited to join the Bellevue Public Library’s new Kids Advisory Board (KAB). In addition to collaborating with other kids on a variety of projects like book recommendations, new programs, and more, participants will also have an opportunity to earn volunteer service hours. The kickoff meeting of the group was held in January. The next meeting will be Tuesday, Feb. 14, at 4 p.m. at the library.
- The Children’s Department hosted Dinosaur Ranger Anthony to celebrate the new year with a Prehistoric Pep Rally for all ages on Tuesday, Jan. 3, from 4-5 p.m. The Stomp Chomp Roar event was an interactive show all about fossils, paleontology, and dinosaurs. Thirty raptor claw keychains were handed out to attendees at the event. The program was sponsored by the Bellevue Library Foundation.
- National Seed Swap Day is Saturday, Jan. 28<sup>th</sup>, and the Bellevue Public Library will be hosting a Swap event on that day from 12 noon to 3 p.m. This event is a great way for

CITY OF BELLEVUE  
ADMINISTRATION REPORT

community members to exchange seeds as well as information with others interested in gardening. Individuals are welcome to come and share seeds as well as pick up some seeds to take home for their garden. Nebraska Extension agents will be on hand to answer plant and gardening related questions. The event is being organized by the Adult Services department of the library.

- The library will have a monthly column on *The Bellevue Times* website, which started Jan. 16, 2023, called “@ Your Library”. The library staff will highlight some of the programs, services, and collections for all ages that are available to the community at their library.
- The Bellevue Public Library is planning an Authorfest to spotlight local authors. Authors wishing to participate in this event, planned for Saturday, Feb. 25, should contact the Adult Services department at the library.
- Teens are encouraged to design, draw, and display a new emoji in the teen area starting Jan. 12. They can draw or use a CG maker to create their entry and be entered to win a prize.

**Fire (See Attached)**

Current Fiscal Year 2022-2023 Financials

The first quarter preliminary results show a favorable variance to budget and favorable spending versus the prior year. These positive results are primarily timing of revenue and expenditures and, as such, we expect the city to fall in line with the full-year budget as the year progresses. Here is the forecasted performance year-to-date and through the end of the year:

**City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary)**

	Year-To-Date January 2023			Full Year	
		Better / (Worse)	Better / (Worse)		Better / (Worse)
	Actual	Than Budget	Than Prior Year Actual	FYE 2023 Budget	Than Budget
<b>Revenues</b>					
Property Taxes	2,656,562	(458,791)	(507,829)	33,612,969	0
Sales Taxes	5,830,411	42,911	369,600	17,362,500	0
Occupation/Business Taxes	692,816	63,305	122,747	1,668,133	0
Other Revenues Including	<u>11,679,787</u>	<u>121,011</u>	<u>(4,739,661)</u>	<u>53,844,759</u>	<u>0</u>
Bond Proceeds					
<b>Total Revenues</b>	<u>20,859,576</u>	<u>(231,564)</u>	<u>(4,755,143)</u>	<u>106,488,361</u>	<u>0</u>
<b>Expenditures</b>					
Personnel	12,189,455	1,853,569	13,941	42,492,020	0
Department Expenditures	7,660,797	2,115,303	(2,118,637)	26,382,094	0
Capital Expenditures	1,398,866	(1,398,866)	(307,164)	30,216,600	0
Other Expenditures Including	<u>2,795,006</u>	<u>(57,899)</u>	<u>8,760,080</u>	<u>10,397,647</u>	<u>0</u>
Bond Expenditures					
<b>Total Expenditures</b>	<u>24,044,124</u>	<u>2,627,905</u>	<u>6,348,220</u>	<u>109,488,361</u>	<u>0</u>
<b>Net Revenues</b>	(3,184,548)	2,396,341	1,593,077	(3,000,000)	0

Debt

As planned.

**City of Bellevue  
Bonded Indebtedness Forecast**

	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
<b>Beginning Bonded Indebtedness at 10-01-21</b>	<b>\$ 78,645,000</b>	1.72%	\$10,295,000	\$1,925,000	\$ 66,425,000	1.45%
Principal Payments During Year	(7,950,000)		\$ (890,000)	\$ (255,000)	\$ (6,805,000)	
New Debt Issued	3,910,000		\$ 3,910,000	\$ -		
<b>Rounding</b>						
<b>Ending Bonded Indebtedness at 09-30-22</b>	<b>74,605,000</b>	1.50%	\$13,315,000	\$1,670,000	\$ 59,620,000	1.20%
Principal Payments During Year	(5,420,000)		\$ (1,100,000)	\$ (260,000)	\$ (4,060,000)	
New Debt To Be Issued	11,701,250		\$ -	\$ 5,300,000	\$ 6,401,250	
<b>Rounding</b>						
<b>Ending Bonded Indebtedness at 09-30-23</b>	<b>\$ 80,886,250</b>	1.63%	\$12,215,000	\$6,710,000	\$ 61,961,250	1.25%

Valuation: \$4,965,635,000

**New 2022-2023 Budget Summary**

**City of Bellevue  
2022-23 Annual Budget  
Fund Balance Cash Roll-Forward by Fund**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
<b>Forecasted Fund Balance (Cash) at 09-30-22</b>	<b>\$ 46,076,996.37</b>	<b>\$31,878,427</b>	<b>\$ 6,007,306</b>	<b>\$ 3,555,972</b>	<b>\$ 595,939</b>	<b>\$ 196,164</b>	<b>\$ 118,706</b>	<b>\$ 3,724,482</b>
<b>Budgeted Revenues</b>	<b>\$ 106,488,361.04</b>	<b>79,158,355</b>	<b>16,765,873</b>	<b>1,181,790</b>	<b>750,120</b>	<b>1,046,617</b>	<b>53,000</b>	<b>7,532,606</b>
<b>Budgeted Expenditures</b>	<b>\$ 109,488,361.04</b>	<b>82,158,355</b>	<b>16,765,873</b>	<b>1,181,790</b>	<b>750,120</b>	<b>1,046,617</b>	<b>53,000</b>	<b>7,532,606</b>
<b>Budgeted Net increase / (decrease)</b>	<b>\$ (3,000,000.00)</b>	<b>(3,000,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Budgeted Fund Balance (Cash) at 09-30-23</b>	<b>\$ 43,076,996.37</b>	<b>\$28,878,427</b>	<b>\$ 6,007,306</b>	<b>\$ 3,555,972</b>	<b>\$ 595,939</b>	<b>\$ 196,164</b>	<b>\$ 118,706</b>	<b>\$ 3,724,482</b>



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 12/25/2022 and 1/29/2023

#### A. General Items:

- QA/QI
- Clean up of equipment from Nettie's fire
- One paramedic successfully tested out of ALS probation and is now able to work independently.
- Working on Fire and EMS end of year reports.
- Performed checks on all City emergency generators for the December sub zero weather.
- Testing out 2 probationary paramedics this week
- Stroke team meeting with BMC
- Preparing for firefighter interviews to be conducted February 8, 9, 14, 15
- Run reviews for all shifts with the medical director are in progress

#### B. Training:

- Incident Command review and familiarization.
- Standard Operations Procedure review.
- Pediatric training with Children's hospital.
- Stroke scenarios and Cardiac arrest run reviews.

#### C. Inspections:

- Final inspection 1703-1709 Hillcrest Dr.
- Fire alarm plan review 2361 Betty Ct. Deer Creek Apts.
- Fire alarm plan review 7749 S. 24<sup>th</sup> Ct. Deer Creek.
- Fire alarm plan review 2375 McCorkindale PLZ. Deer Creek.
- Fire alarm plan review 2327 McCorkindale PLZ. Deer Creek.
- Fire alarm plan review 2364 Betty Ct. Deer Creek.
- 3-day trip to Pierce Manufacturing for final inspection of the new pumper.
- Fire alarm plan review 15705 Harlan Lewis Rd. Papio Water Treatment Plant.
- Final building inspection 848 Cornhusker Knock Outs.
- Generator pad plan review 10504 S.15<sup>th</sup> St. Walmart.





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- Fire alarm plan review Petco 10511 S. 15<sup>th</sup> St.
- Fire sprinkler plan review Belcan 3200 Samson Way #101.
- Plan review remodel 13055 S 13<sup>th</sup> St.
- Plan review remodel Walmart 10504 S. 15<sup>th</sup> St.
- Fire alarm plan review 3802 Raynor Parkway.
- Fire alarm plan review 3621 Lexington Ave. Sage Capital Apartments.
- Fire alarm plan review 3705 Lexington Ave. Sage Capital Apartments.
- Plan review interior finish Thirst-Tea 555 Cornhusker Rd. Suite 201.
- Remodel fire alarm plan Walmart 10504 S. 15<sup>th</sup> St.

#### **D. Calls: December 25<sup>th</sup> through January 29<sup>th</sup>**

Fire – 147

Rescue - 435

#### **E. Ambulance Billing**

November 1-30, 2022

\$ 183,830.40 has been billed out to insurance companies (209 insurance claims)  
<\$ 82,723.68> approximate amount we will have to write off due to mandatory  
adjustments/write-offs  
(45% of \$183,830.40)

=====

**\$ 101,106.72** is the anticipated, approximate net revenue from these insurance billings

#### Deposited into Bank:

**\$ 69,418.39** deposited into the bank November 1-30, 2022

3,083.14 additional revenue in Credit/Debit card payments were received November 1-30,  
2022.

**\$ 72,501.53 TOTAL** November 1-30, 2022 rescue fee revenue

#### Statement Billing:

318 statements were mailed to patients for unpaid account balances

These statements totaled \$ 204,971.18

This is money owed the City from patients who have balances on their accounts after their  
insurance has paid **OR** patients who are self-pay.





# City of Bellevue

## Fire Department

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December 1-31,2022

\$ 281,311.50 has been billed out to insurance companies (316 insurance claims)  
 <\$ 126,590.18> approximate amount we will have to write off due to mandatory adjustments/write-offs  
 (45% of \$281,311.50)

=====

**\$ 154,721.32** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

**\$ 71,061.43** deposited into the bank December 1-31,2022

4,155.06 additional revenue in Credit/Debit card payments were received December 1-31,2022.

**\$ 75,216.49 TOTAL** December 1-31,2022 rescue fee revenue

Statement Billing:

336 statements were mailed to patients for unpaid account balances  
 These statements totaled \$ 215,665.98  
 This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

**F. Manpower Report Staffing**

**Staffing Report from 11/28/2022 through 12/4/2022**

Monday	AM	E1, T31 & E41 3 person, T21 closed	No Batt. 2
Monday	PM	E41 3 person	
Tuesday	AM	T21 3 person, E31 closed	No Batt. 2, No EMS
Tuesday	PM	E31 & E41 3 person	
Wednesday	AM	E1, E41 3 person, T21 closed	
Wednesday	PM	Full	
Thursday	AM	E1, T21, T31 3 person, E41 closed	
Thursday	PM	E1 3 person	
Friday	AM	E1, T31 & E41 3 person, T21 closed	No Batt. 2
Friday	PM	E1, T21, & E41 3 person	No Batt. 2
Saturday	AM	E1, T21, T31 & E41 3 person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41 3 person	No Batt. 2
Sunday	AM	T21, & E41 3 person	
Sunday	PM	E41 3 person	





# City of Bellevue

## Fire Department

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### Staffing Report from 12/5/2022 through 12/11/2022

Monday	AM	E41	3 person	
Monday	PM	Full		
Tuesday	AM	T31 & E41	3 person, E1 closed	
Tuesday	PM	E41	3 person	
Wednesday	AM	E1, T21, T31	3 person	
Wednesday	PM	E1	3 person	
Thursday	AM	E1, T31 & E41	3 person, T21 closed	No Batt. 2
Thursday	PM	E1 & E41	3 person	
Friday	AM	E1, T21 & E41	3 person	
Friday	PM	E1, T21 & E41	3 person	No Batt. 2
Saturday	AM	E41	3 person, T31 closed	No Batt. 2
Saturday	PM	E41	3 person, T31 closed	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 person	
Sunday	PM	T31	3 person	

### Staffing Report from 12/12/2022 through 12/18/2022

Monday	AM	T31 & E41	3 person	
Monday	PM	Full		
Tuesday	AM	E1, T21	3 person	
Tuesday	PM	E1, T21 & E41	3 person	
Wednesday	AM	Full		No Batt. 2
Wednesday	PM	E1, T31	3 person	
Thursday	AM	E1 & E41	3 person	
Thursday	PM	E41	3 person	
Friday	AM	E1, T31	3 person	
Friday	PM	E1, T31 & E41	3 person	
Saturday	AM	E1, T21, & E41	3 person	No Batt. 2
Saturday	PM	E1, T21, & E41	3 person	No Batt. 2
Sunday	AM	E1, T21 3 person, E41 Closed		No Batt. 2
Sunday	PM	E1 3 person, E41 Closed		No Batt. 2



# City of Bellevue

## Fire Department

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### Staffing Report from 12/19/2022 through 12/25/2022

Monday	AM	E1, T21, T31 & E41	3 person	
Monday	PM	E1, T21, & E41	3 person	
Tuesday	AM	E1, T31 & E41	3 person	No EMS
Tuesday	PM	T21, T31 & E41	3 person	
Wednesday	AM	E41	3 person	
Wednesday	PM	E41	3 person	
Thursday	AM	E1, T21, T31 & E41	3 person	No EMS
Thursday	PM	E1, T21, T31 & E41	3 person	
Friday	AM	T31 & E41	3 person	
Friday	PM	T21, & E41	3 person	
Saturday	AM	E1, T21, T31 & E41	3 person	
Saturday	PM	E1, T21, T31 & E41	3 person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Sunday	PM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS

### Staffing Report from 12/26/2022 through 1/1/2023

Monday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Monday	PM	E1, T21, & E41	3 Person	No Batt. 2
Tuesday	AM	Full		
Tuesday	PM	E1 & E41	3 Person	
Wednesday	AM	E1, T21	3 Person	
Wednesday	PM	E1, T21 & E41	3 Person	
Thursday	AM	T21, T31 & E41	3 Person	
Thursday	PM	E1	3 Person	
Friday	AM	Full		
Friday	PM	E1 & E41	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	PM	T21 3 Person, E1 closed		No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 Person	
Sunday	PM	E1, T21, T31 & E41	3 Person	



# City of Bellevue

## Fire Department

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### Staffing Report from 1/2/2023 through 1/8/2023

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	T21 & E41	3 Person	
Tuesday	AM	E1, T21, T31	3 Person	
Tuesday	PM	E1, T31	3 Person	
Wednesday	AM	T21	3 Person	
Wednesday	PM	E41	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	T31	3 Person	
Saturday	AM	T31 & E41 3 Person, T21 Closed		
Saturday	PM	T31 & E41 3 Person, T21 Closed		
Sunday	AM	E1, T21, & E41	3 Person	
Sunday	PM	E41	3 Person	

### Staffing Report from 1/9/2023 through 1/15/2023

Monday	AM	E1	3 Person	
Monday	PM	Full		
Tuesday	AM	T21	3 Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	T21	3 Person	
Friday	AM	E1	3 Person	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	E31 closed		No Batt. 2
Saturday	PM	T31	3 Person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 Person	
Sunday	PM	T21, T31 & E41	3 Person	



# City of Bellevue

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### Staffing Report from 1/16/2023 through 1/22/2023

Monday	AM	E41	3 Person	
Monday	PM	E41	3 Person	
Tuesday	AM	E1, T21, T31 & E41	3 Person	
Tuesday	PM	T21, T31 & E41	3 Person	
Wednesday	AM	E41	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	E1, T21 3 Person, E41 Closed		
Friday	AM	E41	3 Person	
Friday	PM	E41	3 Person	
Saturday	AM	T21, T31 & E41 3 Person, E1 Closed		
Saturday	PM	T21, T31 & E41 3 Person, E1 Closed		No Batt. 2
Sunday	AM	E1 & E41	3 Person	
Sunday	PM	E1	3 Person	

### Staffing Report from 1/23/2023 through 1/29/2023

Monday	AM	T31 & E41	3 Person	
Monday	PM	E41	3 Person	
Tuesday	AM	E1	3 Person	
Tuesday	PM	Full		
Wednesday	AM	T21	3 Person	
Wednesday	PM	Full		
Thursday	AM	T31	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1, T21	3 Person	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	E1, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T21, T31 & E41	3 Person	
Sunday	PM	E1, T21, T31 & E41	3 Person	