

Bellevue City Council Meeting +++Amended Agenda+++

Tuesday, September 3, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of 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. (*) Approval of the August 20, 2024 City Council Minutes.
 2. (*) Acknowledge receipt of the August 22, 2024 Planning Commission Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. 2024-2025 Budget Summary Presentation (Finance Director)
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):
 - a. Ordinance No. 4163: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; and to provide for an effective date. (Budget Committee) **(Request Council to Postpone Public Hearing to the September 17, 2024 Meeting)**
 - b. Ordinance No. 4164: Request to annex Tax Lot 11C, located in the Southwest 1/4 of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request to approve the 2025-2030 Capital Improvement Plan (CIP). (Planning Director) **(Request for continuance of public hearing on September 17, 2024)**
15. RESOLUTIONS:
 - a. Resolution #2024-24: A resolution on development for outdoor recreation and authorizing the Mayor to sign and submit the grant application to the Nebraska Game and Parks Land and Water Conservation Fund. (Public Works Director) **(Public Hearing Required)**
 - b. Resolution No. 2024-25: A resolution authorizing the Mayor to sign the Engineering Agreement with Olsson for the 36th Street, Sheridan-Platteview Project, in an amount not to exceed \$227,970.00 and authorize Mayor to sign. (Public Works Director)
 - c. Resolution No. 2024-26: A resolution authorizing the Mayor to sign the LPA Project Program Agreement with the Nebraska Department of Transportation, in an amount not to exceed \$25,000.00 and authorize the Mayor to sign. (Public Works Director)
16. CURRENT BUSINESS:
 - a. Approve and authorize the Mayor to sign the DRE State Training Coordinator Contract to provide for overtime funding for Lt. Joe Milos to fill the role of Drug Recognition Expert Training Coordinator. (Chief Clary)
 - b. Approve and authorize the Mayor to sign the U.S. Department of Transportation Federal

Aviation Administration (FAA) Lease for utility easement. (Administration)

c. Approve and authorize the Mayor to sign the Proposal from KenBrook Roofing, for an emergency roof replacement on District #4 Fire Station at 13501 S. 25th Street, in an amount not to exceed \$49,000.00. (Public Works Director)

d. Approve and authorize the Mayor to sign Amendment #1 to the original agreement with Olsson (approved 1/16/24) on 36th Street, Sheridan Road to Platteview Road Utility Relocation project, in an amount not to exceed \$17,018.37, increasing the original agreement total, in an amount not to exceed \$85,318.37. (Public Works Director)

e. Approve and authorize the Mayor to sign the Cost Reimbursement Research Subaward Agreement, AD-1048 Certification Regarding Debarment, in an amount not to exceed \$140,000. (Grant Specialist/Public Works Director)

f. Request to approve the First Amendment to Conditional Use Permit for Lot 1, Roca De Salvacion Addition. Applicant: Otoniel Garcia. Location: 8802 S. 36th Street. (Planning Director)

g. +++ Approve and authorize the Mayor to sign the Bellevue Police Officer Association (BPOA) Collective Bargaining Agreement for the term October 1, 2024 through September 30, 2027. (Administration)

h. +++ Approve and authorize the Mayor to sign the Bellevue Police Command Staff Association (BPCSA) Collective Bargaining Agreement for the term October 1, 2024 through September 30, 2027. (Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports ([August Report is attached to this packet](#))

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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9/3/2024

Bellevue City Council Meeting, August 20, 2024, 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 August 20, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times 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. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Cooper Fullerton, Troop 31, Boy Scouts of America, Presbyterian Church of Omaha, led in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of City Council Chambers.

APPROVAL OF THE AGENDA:

Motion made by Cook, seconded by Casey, 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 made by Preister, seconded by McCaw, to approve the consent agenda.

Consent agenda included the following items: Approval of August 6, 2024 City Council Minutes; Acknowledge receipt of July 9, 2024 Tree Board Minutes; Authorize staff to pay claims pertaining to the 2023-2024 Fiscal Year Budget ending September 30, 2024; Approval of Claims; and Approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss.

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.

APPROVAL OF THE CLAIMS:

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. (Planning Director)

Ordinance No. 4158: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 5007 Platteview Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion made by Casey, seconded by Welch, to approve Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. 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.

Request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1.

Motion made by Cook, seconded by Welch, to approve a request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1.

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.

MINUTE RECORD

Bellevue City Council Meeting, August 20, 2024, Page 2

Request for a waiver of Section 6-4, Subdivision Regulations, regarding street design standards.

Motion made by Casey, seconded by McCaw, to approve a request for a waiver of Section 6-4, Subdivision Regulations, regarding street design standards. 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.

Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. (Planning Director)

Ordinance No. 4159: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 505 Waldruh Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion made by Welch, seconded by Cook, to approve Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. 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.

Request to small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.

Motion made by Welch, seconded by Casey, to request to small subdivision plat Lots 1 and 2, Waldruh Replat No. 7. 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.

Ordinance No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. (Planning Director)

Ordinance No. 4160: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 8301 South 9th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion made by Preister, seconded by McCaw, to approve Ordinance No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street.

Councilman Cook stated he will be voting against the request to rezone. He explained the density is too much for this lot. The streets are narrow and there are no sidewalks. He has concerns with parking, safety issue for the kids, and movement of the traffic.

Mayor Hike commented this is the highest and best use of the property.

Councilman Cook commented the way the zoning is currently, it would allow the Housing Authority to currently build two more duplexes on the property.

Councilman McCaw mentioned he spoke with Bellevue Housing Authority early in the day. The projection includes seven units. There will be sixteen total bedrooms versus the difference of twelve bedrooms which could currently go there. He doesn't feel the four bedrooms will make a difference. He is voting in favor of the rezoning.

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

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4162: Amendment to permit a final maturity date no later than December 15, 2050, on Ordinance No. 4150 - Issuance of Bonds not to exceed \$60,000,000.00 for the Purchase of Land and Construction of the Bellevue City Water Park, which was previously approved on February 6, 2024. (Economic and Community Development Director)

Ordinance No. 4162: An Ordinance of the City of Bellevue, Nebraska, amending Ordinance No.4150 to change the date of final maturity of the bonds; to repeal certain provisions of Ordinance No. 4150 in connection with foregoing; and related matters was read by title for the first time.

MINUTE RECORD

Bellevue City Council Meeting, August 20, 2024, Page 3

Motion was made by Cook, seconded by McCaw, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call 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 public hearing to give an opportunity for individuals to speak in favor of or in opposition.

Mr. Rich Severson, Finance Director, explained this is for funding of the waterpark which the Council previously approved. He mentioned there have been significant changes since the original ordinance was approved.

Ms. Aimee Bataillon, City Attorney, advised Nebraska Revised State Statute 16-404 (2A), provides for a city of the first class to waive the three-reading rule with a vote of three-fourths of the City Council. She explained this is a standard procedure for municipalities when there is a bond issue presented.

Mr. Cody Wickham, DA Davidson, mentioned the ordinance was approved authorizing the issuance of \$60,000,000.00 on February 6, 2024. The original plan was to issue Bond Anticipation Notes, which is customary for a city to use property taxes to pay for projects such as street improvements. He explained you cannot go to permanent financing, until the project is completed. You need a Certificate of Completion signed off by an engineer. You would then go from Bond Anticipation Notes, which serves as interim financing, to a long-term financing, such as General Obligation Bonds. Mr. Wickham advised back in February the original plan was to do notes. After a period of two to three years, come back to long term financing, and switch to bonds. After analyzing the potential debt, several different ways, and because a Certificate of Completion is not required, the step of doing notes and then bonds can be avoided. A period of the first couple of years will be built in as interest only. This allows time for the project to get completed and allows for those sales tax revenues to be generated to pay for the debt. The plan is to issue long term debt and to do twenty-five-year bonds and have the first two years be interest only. This serves as the bond anticipation notes time. The first principal payment will be September 15, 2027. This eliminates the step of doing notes and it's saving the city the cost of issuance. Mr. Wickham explained they are also keeping an eye on the interest rate environment. He stated as of today, there is a chance of an 86% interest rate cut at the fed meeting on September 18th. The city is slotted to issue the first \$30,000,000.00 in bonds the next day. The reason they are doing \$30,000,000.00 now and \$30,000,000.00 later is so they don't start the clock prematurely on the interest on the full \$60,000,000.00. Another reason is it serves as a hedge to lock in on some certainty there will be some interest rate cuts in September. Mr. Wickham pointed out the way the original contract was structured there was certain private activity use. Because of that use and the IRS rules, it was going to make the bonds noneligible for tax exempt status. The contracts had to be reworked so the bonds could be tax exempt in terms of interest rates. He explained he ran both taxable and tax-exempt numbers in the morning to provide an example in real dollars. The projected true interest cost is 4.11%. Had these bonds been taxable the true interest cost is projected at 5.08%. Over the life of the bonds that is \$10,483,000 in additional interest cost.

Councilwoman Welch questioned if the city didn't have the standing they have, they would not have gotten the interest rate they did. Mr. Wickham commented the city's outstanding bond rating does come into play. Discussion followed.

Councilman Casey questioned if the interest rates don't drop September 18th will anything change. Mr. Wickham stated they will remain fluid on this. He explained there are steps that are in progress. They would include meeting with the rating agencies. Discussion followed.

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 Burns, to approve Ordinance No. 4162. Roll call to approve the motion as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ordinance No. 4163: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; and to provide for an effective date. (Budget Task Force/Finance Director)

Ordinance No. 4163: An Ordinance to adopt the budget statement to be termed the annual appropriations bill; to appropriate sums for necessary expenses and liabilities; and to provide for an effective date was read by title for the first time.

Mayor Hike stated the second reading and public hearing will be held September 3, 2024.

Ordinance No. 4164: Request to annex Tax Lot 11C, located in the Southwest 1/4 of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. (Planning Director)

Ordinance No. 4164: An Ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date was read by title for the first time.

Mayor Hike stated the second reading and public hearing will be held September 3, 2024.

MINUTE RECORD

Bellevue City Council Meeting, August 20, 2024, Page 4

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution 2024-22: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2024. (City Clerk)

Motion made by Casey, seconded by McCaw, to approve Resolution 2024-22: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2024. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Resolution 2024-23: Recommendation to approve the selection of Forvis Mazars LLP to perform audit services for the fiscal years ending 2024 through 2028. (Audit Committee)

Motion made by Welch, seconded by Cook, to approve Resolution 2024-23: Recommendation to approve the selection of Forvis Mazars LLP to perform audit services for the fiscal years ending 2024 through 2028. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Clinical Affiliation Agreement with School of EMS. (Fire Department)

Motion made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the Clinical Affiliation Agreement with School of EMS. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign a contract with Heartland Natural Gas to become a commodity supplier for Bellevue City's accounts, in an amount not to exceed \$35,000.00. (Economic and Community Development Director)

Motion made by Welch, seconded by Casey, to approve and authorize the Mayor to sign a contract with Heartland Natural Gas to become a commodity supplier for Bellevue City's accounts, in an amount not to exceed \$35,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Annual Workplace Harassment Training Agreement with Traliant, in an amount not to exceed \$3,495.00. (HR Director)

Motion made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Annual Workplace Harassment Training Agreement with Traliant, in an amount not to exceed \$3,495.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Heimes Corp for Storm Sewer Pipe repair on 25th Street and Chandler Hills, in an amount not to exceed \$117,884.00. (Public Works Director)

Motion made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with Heimes Corp for Storm Sewer Pipe repair on 25th Street and Chandler Hills, in an amount not to exceed \$117,884.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with HGM for reconstruction of the box culvert wingwall located at Cary Street and Fort Crook, in an amount not to exceed \$20,000.00. (Public Works Director)

Motion made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with HGM for reconstruction of the box culvert wingwall located at Cary Street and Fort Crook, in an amount not to exceed \$20,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

Approve final payment application in the amount of \$33,248.46, approve Final Change Order in the amount of \$11,722.63 to account for the contract overrun, and approve project as substantially complete, and accept final project quantities. (Public Works Director)

Motion made by Preister, seconded by Casey, to approve final payment application in the amount of \$33,248.46, approve Final Change Order in the amount of \$11,722.63 to account for the contract overrun, and approve project as substantially complete, and accept final project quantities.

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

MINUTE RECORD

Bellevue City Council Meeting, August 20, 2024, Page 5

Approve and authorize the Mayor to sign the Professional Services Agreement with Olsson for the Temporary Intersection Control for Fort Crook Road and Childs Road, in an amount not to exceed \$20,698.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Professional Services Agreement with Olsson for the Temporary Intersection Control for Fort Crook Road and Childs Road, in an amount not to exceed \$20,698.00.

Councilman Preister requested an updated on the intersection.

Mr. Jim Ristow, City Administrator, explained the structure that went across Fort Crook Road was twisted and damaged, therefore it had to come down. There is a nine-month waiting list to replace the structure. In the meantime, temporary solutions are being reviewed with Olsson. Conversation ensued.

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

Approve and authorize the Mayor to sign the Master Agreement for Professional Engineering Services with Olsson for the Bellevue Entertainment District, in an amount not to exceed \$331,550.00. (Public Works Director)

Motion made by Burns, seconded by Cook, to approve and authorize the Mayor to sign the Master Agreement for Professional Engineering Services with Olsson for the Bellevue Entertainment District, in an amount not to exceed \$331,550.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Preister voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (August report will be attached to the September 3, 2024 City Council Packet)

CLOSED SESSION: NONE

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 6:37 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, 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 August 20, 2024; 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, August 22, 2024, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, August 22, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Sims, Jacobson Taylor-Jones, Aerni, and Bennett. Absent were Commissioners Hankins, Ackley, Lasenburg and Perrin. Also present were Tammi Palm, Planning Director, and Angela Curry Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times and posted in two public places. It 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.

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

Aerni asked for a motion to approve the minutes of the July 25, 2024, regular meeting. Palm stated there was an error in the minutes not showing Mr. Aerni as present for the meeting.

Motion was made by Sims, seconded by Taylor-Jones, to approve the minutes of the July 25, 2024, regular meeting as revised. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni asked if there were any updates or additions to staff reports. Palm advised there were no updates.

Motion was made by Jacobson, seconded by Taylor-Jones, 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.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request for a conditional use permit for Part of Lot 13 North of Drain Ditch and Part of Lot 14, Butterfields Subdivision, except Part for NRD, located in the Northeast ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska for the purpose of a permanent concrete crushing, storage, and batch plant. Applicant: Crushin'-It, Inc. General Location: S 13th St. and Capehart Rd. Case #: CUP-2407-01.

Aerni asked staff for updates. Palm advised the Planning Department staff report recommends continuance to allow the applicant's engineers time to provide information requested by the city and allow staff time to review the information once submitted. Palm stated an email was received from the applicant's engineer, Zachery Scott, TD2 Engineering & Surveying, on behalf of the applicant, requesting a continuance to the September 26, 2024, Planning Commission meeting.

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

MOTION was made by Bennett, seconded by Jacobson, to CONTINUE this request to the September 26, 2024, Planning Commission meeting. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be CONTINUED to the September 26, 2024, PLANNING COMMISSION meeting.

Meeting adjourned at 6:09 p.m.



Angela Curry
Assistant Planning Manager

MINUTE RECORD

*6.
9/3/2024

CLAIMS FOR SEPTEMBER 3, 2024

PAGE 1

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	110.73
JIMMY JOHNS	PC-CMAR INTERVIEWS SNACKS	148.82
METROPOLITAN UTILITIES DIST	20/07/06-08/06 MONTHLY SERVICE	27.00
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	569.69
SPARTAN NASH STORES, LLC	PC-CMAR INTERVIEWS SNACKS	25.55
WSJ/BARRONS SUBSCRIPTION	PC-WALL ST SUBSCRIPTION	30.81
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		\$ 912.60

LEGAL

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	19.54
DROP BOX	PC-2024/06/23-07/23 CASE MANAGEMENT	19.99
ENCORETECH, INC	NETDOCUMENTS IMPLEMENTATION	2,500.00
METROPOLITAN UTILITIES DIST	20/07/06-08/06 MONTHLY SERVICE	4.76
NEBRASKA STATE BAR ASSOCIATION	PC-MEMBERSHIP DUES-D WILLIS	125.00
NEBRASKA.GOV	CASE LISTINGS-CBCAO01, CBCAO02, CBAO04	17.00
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	100.53
TRAVELERS	2022/10/01-2023/10/01 PAID LOSS 2024/07/31	20.00
UNITED STATES POSTAL SERVICES	PRIORITY MAIL	9.85
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		2,816.67

CABLE ADVISORY

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	97.70
METROPOLITAN UTILITIES DIST	20/07/06-08/06 MONTHLY SERVICE	23.82
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	502.67
WESTLAKE ACE HARDWARE	PC-SANDBAGS-FLOOD	23.80
		<hr/>
		\$ 647.99

CITY CLERK

AMAZON.COM, LLC	PC-LANYARDS	22.79
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	169.34
CNA SURETY DIRECT BILL	PC-2024/07/22-2028/07/22 SURETY BOND	40.00
COLUMN SOFTWARE, PBC	PC-LEGAL AD	2,275.84
J P COOKE COMPANY	NOTARY STAMP-KLUTHE	39.89
METROPOLITAN UTILITIES DIST	20/07/06-08/06 MONTHLY SERVICE	41.31
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	871.29
SHIRLEY HARBIN	MILEAGE FOR TRAINING	103.49
		<hr/>
		\$ 3,563.95

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	143.29
CARHARTT, INC	UNIFORM-T WOODARD	92.04
J P COOKE COMPANY	NAME PLATE AND HOLDER	44.75
METROPOLITAN UTILITIES DIST	20/07/06-08/06 MONTHLY SERVICE	34.94
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	737.24
PARK & GO CITY OF LINCOLN	PC-PARKING FOR CONFERENCE	13.75
PRIMA	PC-2024/08/01-2025/07/31 MEMBERSHIP DUES - HOUGHTALING	425.00
WESTLAKE ACE HARDWARE	PC-COOLING TOWELS	144.71
		<hr/>
		\$ 1,635.72

LIBRARY

AMAZON.COM, LLC	PC-BACK SUPPORT BRACES, OFFICE SUPPLIES, PRINTER SUPPLIES, PRINTER, BOOKS, VIDEOS,	2,886.15
BIBLIOTHECA, LLC	2024/07/08-2025/11/14CONNECT DEVICES, WORKSTATIONS	3,150.20
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	41.29
CENGAGE LEARNING, INC	BOOKS	177.54

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LIBRARY (cont'd)

CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
CHOOSECO LLC	PC-BOOKS	157.76
COLUMN SOFTWARE, PBC	PC-LEGAL AD	23.32
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	107.39
DELL MARKETING L.P.	VIDEO CONFERENCE MONITORS (12)	3,564.00
DEMCO	SUPPLIES	33.53
INFOSAFE SHREDDING	2024/08/14 SHREDDING SERVICE	35.00
INGRAM LIBRARY SERVICES	BOOKS	1,674.84
METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	125.98
NINTENDO	PC-PROGRAM SUPPLIES	54.55
OVERDRIVE, INC	BOOKS	1,000.00
QUADIENT FINANCE USA, INC	2024/07/31M LIBRARY NEOSHIPMENTS	457.16
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES	141.69
		\$ 13,723.88

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	110.73
IDEAL PURE WATER COMPANY	BOTTLED WATER	45.00
METROPOLITAN UTILITIES DIST	20/07/06-08/06 MONTHLY SERVICE	27.00
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	569.69
UKG INC	2024/07/31M PAYROLL USAGE FEE	2,846.24
		\$ 3,598.66

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-CARD PRINTER, STAMP, PRINTER SUPPLIES	2,875.69
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	3.00
CAPITAL BUSINESS SYSTEMS, INC	2024/07/10-08/09 COPIER EXPENSE	144.63
METROPOLITAN UTILITIES DIST	20/07/04-08/06 MONTHLY SERVICE	12.50
BELLEVUE PRINTING COMPANY	NP NOTICES PRINTING	715.37
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	198.49
		\$ 3,949.68

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240119 MS4 PERMITTING SVC 2024/04/08-05/05	1,144.40
ALFRED BENESCH & COMPANY	BPW-240119 MS4 PERMITTING SVC 2024/07/01-07/28	1,439.45
AMAZON.COM, LLC	PC-COMPUTER MOUSE, DEHUMIDIFIER, OFFICE SUPPLIES	345.79
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	5.04
COLUMN SOFTWARE, PBC	PC-LEGAL AD	24.57
MENARDS	PC-SPRAYERS	19.94
METROPOLITAN UTILITIES DIST	20/07/04-08/06 MONTHLY SERVICE	20.99
NEBRASKA FLOODPLAIN & STORMWATER MGR	PC-2024 CONFERENCE NEB FLOOD & PLAINS	160.00
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	333.33
OSHA.360 TRAINING	PC-CONSTRUCTION TRAINING	59.99
REFLECTIVE APPAREL FACTORY, INC	PC-QUARTERMASTER CLOTHING	1,929.27
WESTLAKE ACE HARDWARE	PC-TOOLS FOR TENNIS COURT	64.98
		\$ 5,547.75

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/08/13 MOWING	1,093.35
AMAZON.COM, LLC	PC-CAR CHARGER, LED POST TOP LIGHTS	348.53
A-RELIEF SERVICES	2024/07/22-08/18 PORTABLE RESTROOMS-STONECROFT PK	663.00
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	82.58
CAPITAL BUSINESS SYSTEMS, INC	2024/05/18-06/17 COPIER EXPENSE	13.29
CAPITAL BUSINESS SYSTEMS, INC	2024/06/18-08/17 COPIER EXPENSE	30.47
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	214.78

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PARKS (cont'd)

CROW LAWN CARE LLC	2024/07/11-08/15 MOWING	4,550.00
DAY ELECTRIC SERVICE, INC	REPAIR FOUNTAIN LIGHTS, POLE LIGHTS	19,550.96
EARNEST CONSTRUCTION GROUP, INC	BPW-240106 TRAIL RENOVATIONS	33,248.46
FARMERS NATIONAL COMPANY	MICROBIAL TREATMENT FOR BLUEGREEN ALGAE BLOOM & SMELL	300.00
GP ARCHITECTURE, LLC	BPW-240105-STONECROFT PK RESTROOM THRU 2024/08/14	8,275.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-PARK	188.97
J & J SMALL ENGINE SERVICE	XMARK LAZER 60IN MOWER #415232488	11,000.00
KAIZEN COLLISION CENTER CORP	REPAIR 2022 VEHICLE	1,896.84
MENARDS	PC-CARABINER BUNGEE, SPRAY PAINT, SUPPLIES	173.06
MENARDS - RALSTON	PC-FAN FOR GOLDENROD	97.98
METROPOLITAN UTILITIES DIST	2024/05/04-06/05 CREDIT/REBILL EST MONTHLY SERVICE	(1,247.83)
METROPOLITAN UTILITIES DIST	2024/06/06-07/08 MONTHLY SERVICE	418.04
METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	102.11
METROPOLITAN UTILITIES DIST	2024/07/06-08/06 MONTHLY SERVICE	1,644.69
METROPOLITAN UTILITIES DIST	2024/07/09-08/08 MONTHLY SERVICE	59.46
METROPOLITAN UTILITIES DIST	2024/07/10-08/07 MONTHLY SERVICE	67.09
METROPOLITAN UTILITIES DIST	2024/07/11-08/09 MONTHLY SERVICE	162.49
MIDWEST DCM, INC	BPW-240105 STONECROFT PARK RESTROOMS THRU 2024/08/31	199,251.00
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	PC-LYNCH PINS	55.81
SITEONE LANDSCAPE SUPPLY	PC-SEEDS & FERTILIZER	4,277.27
TY'S OUTDOOR POWER & SERVICE	TY'S OUTDOOR POWER & SUPPLY - BLADE CRATE & PLOW BOX	10,339.83
		\$ 296,857.23

RECREATION

AMAZON.COM, LLC	PC-DOUBLE/SINGLE KNEE GUARDS	459.72
AQUA-CHEM	CHEMICALS FOR POOLS	1,110.49
BAKERS BELLEVUE	PC-CONCESSION SUPPLIES	451.62
CAPITAL BUSINESS SYSTEMS, INC	2024/07/11-08/10 COPIER EXPENSE	76.66
COURTNEY QUANBECK	REIMB TENNIS LEAGUE	25.00
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	88.39
DICK'S CLOTHING AND SPORTING GOODS	PC-BASEBALL EQUIPMENT	686.22
GEARHART CONSTRUCTION & PLUMBING INC	REED CENTER 8 INCH SEWER REPAIR	1,760.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-POOLS	88.86
MENARDS	PC-POOL LEAF RAKE, SUPPLIES	39.21
METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	598.94
METROPOLITAN UTILITIES DIST	2024/07/06-08/06 MONTHLY SERVICE	5,329.59
METROPOLITAN UTILITIES DIST	2024/07/09-08/06 MONTHLY SERVICE	528.10
METROPOLITAN UTILITIES DIST	2024/07/09-08/08 MONTHLY SERVICE	21,629.74
METROPOLITAN UTILITIES DIST	2024/07/16-08/13 MONTHLY SERVICE	1,449.00
MIDWEST IMPRESSIONS	T-SHIRTS FOR SOCCER, FLAG FOOTBALL	2,906.80
ODEYS FIELD EXPERTS	LINESTRIPE WHITE PAINT	605.00
OMAHA MUSICIANS ASSOCIATION	2024 SUMMER MUSIC IN THE PARK	1,900.00
PRIMA DISTRIBUTION	PC-CONCESSION SUPPLIES	86.96
SAM'S CLUB DIRECT	PC-CONCESSION SUPPLIES	1,702.76
TREVOR MISCHKE	REIMB TENNIS LEAGUE	50.00
WESTLAKE ACE HARDWARE	PC-TAPE FOR CONCESSIONS	26.36
		\$ 41,599.42

FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-ADAPTER FOR VIDEO INTERCOM SYS, HAND VACUUM, WALL LIGHTS, SINK FAUCET	1,205.25
BIG RED LOCKSMITHS	DEAD BOLT, SUPPLIES, ENTRY LEVER	300.00
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	418.49
CUMMINS SALES AND SERVICE	PC-SCREWS	9.27
ECHO GROUP, INC	PC-SUPPLIES-CITY HALL	32.69

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FACILITY MAINTENANCE (cont'd)

FERGUSON ENTERPRISES INC #1657	PC-PUMBING SUPPLIES-1500 WALL ST	195.90
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION-MAINT SHOP	4,403.75
GEARHART CONSTRUCTION & PLUMBING INC	PLUMBING REPAIR-GILBERT POOL	4,793.50
GEARHART CONSTRUCTION & PLUMBING INC	PLUMBING REPAIRS-BANNER PARK	1,555.00
GP ARCHITECTURE, LLC	BPW-240112 WASHINGTON PK RESTROOM/SHELTER THRU 2024/08/14	4,210.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,268.83
HEARTLAND PNEUMATIC	COMPRESSOR FUSE, COIL CONTACT	759.01
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	144.44
MCDONALD AND ASSOCIATES	PC-MEAL-G ZIMMER- REIMBURSED CITY	5.76
MENARDS	PC-BUSHING, ELEC SUPPLIES, PLUMBING SUPPLIES, CONNECTORS, PHOTOCELL, CANOPY	730.32
METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	159.71
METROPOLITAN UTILITIES DIST	2024/07/06-08/06 MONTHLY SERVICE	198.40
MIDWEST DCM, INC	BPW-240112 WASHINGTON PK RESTROOM THRU 2024/08/31	86,148.00
MMC MECHANICAL CONTRACTORS, INC	ERV NOT WORKING-1510 WALL ST	2,305.00
NEBRASKA STATE FIRE MARSHALL AGENCY	BOILER INSPECTIONS	72.00
OMAHA DOOR & WINDOW COMPANY, INC	PC-PARTS-DIST 3	48.06
SHERWIN WILLIAMS CO	PC-PAINT-HAWORTH FIELD	15.79
TREES SHRUBS AND MORE	PC-PLANTS-CHURCH	39.20
WESTLAKE ACE HARDWARE	PC-APPLIANCE CLEANER, CLEANING SUPPLIES, LANDSCAPING SUPPLIES, PAINT	358.18
		\$ 109,376.55

CEMETERY

A-RELIEF SERVICES	2024/07/13-08/09 PORTABLE RESTROOMS-CEMETERY	199.00
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	72.93
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	83.39
GEARHART CONSTRUCTION & PLUMBING INC	PLUMBING REPAIR-CEMETERY	2,600.00
METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	106.96
METROPOLITAN UTILITIES DIST	2024/07/06-08/06 MONTHLY SERVICE	20.06
		\$ 3,082.34

STREETS

ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/05/06-06/02	22,090.70
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/06/03-06/30	33,877.75
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/07/01-07/28	21,684.59
ALFRED BENESCH & COMPANY	BPW-240103 OVERLAY PROJECTS 2024/07/01-07/28	24,973.00
ALFRED BENESCH & COMPANY	BPW-240116 CDBG SIDEWALK IMP 2024/07/01-07/28	10,389.00
AMAZON.COM, LLC	PC-BATTERIES	52.79
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	132.39
CAPITAL BUSINESS SYSTEMS, INC	2024/07/12-08/11 COPIER EXPENSE	33.69
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	2024/06/27-07/18 ROW MOWING	10,992.35
CROW LAWN CARE LLC	2024/07/19-07/31 ROW MOWING	10,992.35
DAY ELECTRIC SERVICE, INC	REPAIR FEEDER TO SIGN STRUCTURE 370 FT CROOK	1,264.75
HGM ASSOCIATES INC	BPW-240102 CONCRETE REPAIRS THRU 2024/07/31M	53,126.56
IA/NE CONCRETE PRODUCTS	CONCRETE	4,937.50
JAMES R MORGIA AND/OR CLAUDIA A MORGIA	EASEMENT PAYMENT FOR ADD'L TREE	2,150.00
JEO CONSULTING GROUP, INC	BPW-240102 CONCRETE PROJECTS THRU 2024/08/02	669.00
LOGAN CONTRACTORS SUPPLY	PC-CONCRETE CURE	480.00
MARTIN ASPHALT	BULK ASPHALT TACK	404.00
MENARDS	PC-DRYWALL SCREWS, LUMBER	38.80

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STREETS (cont'd)

METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	184.66
METROPOLITAN UTILITIES DIST	2024/07/06-08/05 MONTHLY SERVICE	213.04
METROPOLITAN UTILITIES DIST	2024/07/09-08/06 MONTHLY SERVICE	95.06
METROPOLITAN UTILITIES DIST	2024/07/09-08/07 MONTHLY SERVICE	55.09
METROPOLITAN UTILITIES DIST	2024/07/18-08/07 MONTHLY SERVICE	41.63
OLSSON ASSOCIATES	BPW-240120 UTILITY COORD THRU 2024/03/09	11,021.38
OLSSON ASSOCIATES	BPW-240120 UTILITY COORD THRU 2024/06/08	40,608.38
OLSSON ASSOCIATES	BPW-240120 UTILITY COORD THRU 2024/06/25	8,768.22
OLSSON ASSOCIATES	BPW-240120 36TH ST TO PLATTEVIEW RD THRU 2024/02/17	5,156.45
OMAHA PUBLIC POWER DISTRICT	2024/07/02-08/02 MONTHLY SERVICE	168.71
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	60.09
OMAHA PUBLIC POWER DISTRICT	2024/07/16-08/15 MONTHLY SERVICE	1,187.79
OMAHA PUBLIC POWER DISTRICT	REPAIR LIGHT HWY N370 & 48TH	4,062.52
OMAHA PUBLIC POWER DISTRICT	REPAIR STREET LIGHT-S 15TH & CORNHUSKER	2,955.48
OMAHA PUBLIC POWER DISTRICT	REPAIR LIGHT HARLAN DR	4,721.13
OMNI ENGINEERING	ASPHALT	776.11
READY MIXED CONCRETE COMPANY	CONCRETE	2,157.46
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	20.00
TRISTAR	2024/07/31M CLAIMS PAID	1,118.09
		\$ 281,934.68

FLEET MAINTENANCE

911 CUSTOM, LLC	ION T-SERIES LINEAR LIGHTS	1,050.20
AGRIVISION EQUIPMENT GROUP	PC-CARBURATOR, FILTERS, FUEL HOSE	739.39
ALLIED OIL & TIRE COMPANY	TRANS FLUID, ANTI FREEZE	2,826.05
AMAZON.COM, LLC	PC-3/4IN HOLE SAW, TRAILER HITCH, FILTERS, CARBURATOR, BUNGEE CORDS, HEADLIGHTS, DOME LIGHTS, COUPLINGS, BLADES, HOSES, TRUCK LINER THREAD, GASKET REMOVER, PLUGS, STRUT ASSEMBLY	4,701.71
ARNOLD MOTOR SUPPLY, LLC	BLACKJACK, RAYBESTOS PARTS, BALDWIN PARTS, MILTON PARTS, TRICO PARTS, TIRES	396.19
AUTOMOTIVE WAREHOUSE DIST, INC	PC-BLADE ASSY, HOSE, CYLINDERS, OIL COOLANT, SEPARATORS, BRACKETS, SHIELDS, JOINT KIT	2,040.65
BAUER BUILT TIRE & SERVICE	2024/07/01-08/01 MONTHLY SERVICE	437.02
BAXTER FORD	PC-SEAL KIT	1,760.41
BLACK HILLS ENERGY	PC-FILTER DRIER, COIL CONDENSER-HR5B	82.07
BOBCAT OF OMAHA	PC-BUSHINGS, COOLANT MODULE, ELECTRIC FUEL PUMP, PRIMER PUMP	1,501.61
CENTRAL STATES BUSINESS SALES	2024/08/31M MONTHLY SERVICE	1,703.83
CORNHUSKER INTERNATIONAL TRUCKS	PC-CLIPS, HOSE CLAMPS, CRANKCASE BREATHERS, FLANGE SCREWS, O-RINGS, SEALS, THERMOSTAT, PC-CURB PUMP HOSE ASSY	107.39
COX BUSINESS SERVICES	PC-CURB PUMP HOSE ASSY	3,310.16
CUMMINS SALES AND SERVICE	PC-RECOILESS BINDER	77.30
DULTMEIER SALES LLC	PC-SWITCH AND RUBBER COVER	75.80
EDS WIRE ROPE & RIGGING	ENGINE OIL FILTERS, RADIATOR CAP, A/C SWITCH	387.91
EQUIPMENT TECHNOLOGY, LLC	REPLACE WINDSHIELD-PO603	56.12
FACTORY MOTOR PARTS CO	INLINE COUPLERS, CONTACTOR	455.30
GALVIN GLASS	TAIL GATE PINS FOR PLOW TRUCKS	83.68
GRAINGER	PC-MUFFLER TAIL PIPE	40.22
HENDERSON PRODUCTS, INC	BOTTLED WATER	304.20
HOUSE OF MUFFLERS AND BRAKES	PC-BATTERIES	161.75
IDEAL PURE WATER COMPANY	PC-BATTERIES	1,898.05
INTERSTATE BATTERIES	PC-BEARING BALL, BELT, BLADE SHEAVE, SPINDLE, FUEL SENDING LEVEL, PULLEY IDLER	1,317.95
J & J SMALL ENGINE SERVICE	PC-FLAPS, TUB	132.85
JIM HAWK TRUCK TRAILERS	PC-ALL PURPOSE CLEANER, SEAL DRAIN, FITTINGS, HYD HOSES	2,265.79
KRIHA FLUID POWER CO		

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FLEET MAINTENANCE (cont'd)

LOGAN CONTRACTORS SUPPLY	MUFFLER PROTECTOR, GASKET, MUFFLER, FUEL TANK	128.94
MACQUEEN EQUIPMENT, LLC	PC-BRAKE CALIPERS, DIRT SHOES, TOW BAR ASSY, LED	5,112.03
MATHESON TRI-GAS INC	PC-SWEATSOPAD, WELDING SUPPLIES	538.53
MENARDS	PC-BELT DRIVE DRUM FAN, CONNECTORS, CLEANING SUPPLIES, CABLE, DRYER PLUG	647.25
METROPOLITAN UTILITIES DIST	2024/07/06-08/06 MONTHLY SERVICE	133.02
MIDWEST TURF & IRRIGATION	PC-HYDRAULIC PUMP	408.45
MOMAR, INC	PC-CUTOFF WHEELS	500.87
MPH INDUSTRIES INC	PC-SERVICE CALL	260.25
MURPHY TRACTOR	PC-HYDRAULIC CYLINDER, STREET PADS, LAMP, O-RINGS, FITTINGS	2,726.32
NAPA AUTO PARTS	DISC PAD, FILTERS, CAMSHAFT SENSOR, HEATER HOSE, ACCUMULATOR, CLAMPS, LAMPS, VALVES	2,124.58
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	CAVITY PLUGS, STARTER PLUGS, CONNECTORS, DRILL BITS, TERMINALS	620.74
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	15.00
STATE STEEL	PC-HOT ROLLED ANGLE, ROLLED FLAT	479.39
TOOL SHED OF OMAHA	PC-CARBIDE TIP HOLE SAW	408.08
TOYNE, INC	EXHAUST CLAMP, COOLANT LEVEL, PROBE	201.60
TRUCK AUTHORITY - OMAHA	PC-STANDARD BEDLINER	595.00
TRUCK AUTHORITY - OMAHA	GATE, SEAT, FLOOR, TOOL BOX	5,668.42
UPS STORE	PC-SHIPPING CHARGE	26.61
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	339.23
WATEROUS COMPANY	PC-PRIMER SUB ASSY, VALVE REPAIR KIT	2,164.32
WAYTEK, INC	PC-HEAT SHRINK, POWER RELAY MODULE	522.00
WESTLAKE ACE HARDWARE	PC-FASTENERS	2.45
WOODHOUSE PLATTSMOUTH	REPAIRS ON TRANS FLUID-PO628	186.67
		<u>\$ 51,773.14</u>

SOLID WASTE

CITY OF OMAHA	2024/07/31M COMPOST DELIVERIES	12,948.56
PAPILLION SANITATION	2024/07/31M TRASH HAULING FEES	358,919.88
		<u>\$ 371,868.44</u>

PLANNING

BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	4.56
COLUMN SOFTWARE, PBC	LEGAL AD	12.66
METROPOLITAN UTILITIES DIST	20/07/04-08/06 MONTHLY SERVICE	18.99
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	301.51
		<u>\$ 337.72</u>

PERMIS & INSPECTIONS

AMAZON.COM, LLC	PC-LEVELS, TAPE MEASURE	56.74
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	6.10
METROPOLITAN UTILITIES DIST	20/07/04-08/06 MONTHLY SERVICE	25.37
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	402.85
SARPY COUNTY TREASURER	VEHICLE REGISTRATIONS	15.00
		<u>\$ 506.06</u>

POLICE

5.11 TACTICAL	5.11 TACTICAL- FOR UNIFORM PANTS	96.30
ALL TRAFFIC SOLUTIONS	TRAFFIC SUITE SOFTWARE RENEWAL	7,650.00
AMAZON.COM, LLC	PC-5 MONITORS, OFFICE SUPPLIES, PRINTER SUPPLIES, CABLES, KEY CABINET	2,488.92
AMIE M. ABBOTT	BENEFIT PER ARTICLE 15, SECTION 6-BPOA AGREEMENT	10,000.00
ANARCHY OUTDOORS	REPLACEMENT FOR TORN PANTS, SWAT UNIFORMS	893.87
BELLEVUE ANIMAL HOSPITAL	VET VISIT-K9	73.97

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POLICE (cont'd)

BELLEVUE TRAVEL	PC-AGENT FEE FOR CMD POST	40.00
BIG RED LOCKSMITHS	2 REKEYS	76.00
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	108.04
CHI HEALTH COMPANY CARE	MEDICAL TESTING FOR NEW RECRUITS	1,043.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVAL	850.00
COSTCO	PC-SUPPLIES FOR WELCOME CEREMONY	17.99
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	276.99
COX BUSINESS SERVICES	2024/08/02-09/01 MONTHLY SERVICE	285.00
CRAIG HAVERTY	PER DIEM FOR TRAINING	324.50
EBAY MARKET	PC-CHARGE STATIONS	187.25
EURO OPTIC, LTD	SPOTTING SCOPE, CASE AND TRIPOD	2,202.99
FAMILY FARE	PC-SUPPLIES FOR WELCOME CEREMONY	220.66
FBI LEEDA	PC-TRAINING-HAVERTY	795.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	25.95
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICES	400.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS-BISHOP (INTERN)	139.98
HARRIS DECALS INC	PC-DECALS	153.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF	PC-MEMBERSHIP, TRAINING-LARR	485.00
J P COOKE COMPANY	POCKET STAMP-MANNING, TREINEN	65.80
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.61
JO DONS	VINYL SIGNS FOR VEHICLES- C ABBOTT	900.00
JOE MILOS	PER DIEM FOR TRAINING	147.50
JOHN JORDAN	PER DIEM FOR TRAINING (REIMB BY GRANT), UBER	434.33
JULIE COOMBS	MATH PREPARATION FOR TESTING PROCESS	200.00
JW MARRIOTT DESERT RIDGE	PC-LODGING FOR TRAINING-6 OFFICERS	5,707.20
LASER LABS INC	TINT METER	906.00
MAMA'S TAILOR SHOP	SEWING VEST	51.36
METROPOLITAN UTILITIES DIST	20/07/04-08/06 MONTHLY SERVICE	449.55
MYZONE, INC	PC-2024/06/30M MONTHLY CHARGE	75.00
NAME TAPE FACTORY	PC-SWAT NAME TAGS	54.89
NEBRASKA SECRETARY OF STATE	PC-NOTARY RENEWAL-MELROSE, J MANNING	60.00
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	7,139.02
PABLO SOLORIO	FUEL FOR VEHICLE FOR TRAINING	23.00
POLICE OFFICERS ASSOCIATION OF NEBRASKA	PC-POAN HANDBOOKS	148.50
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/06/25-07/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/07/02-08/01 EVIDENCE STORAGE	164.00
PSI SERVICES LLC	PC-DRONE LICENSE-SOLORIO	175.00
RAPID GRAPHICS	FRONT FENDER DECALS	25.00
ROGER'S TOWING	TOW CHARGE-SUBARU	100.00
SALOMON	PC-UNIFORM SHOES-KIRWAN	350.00
SAM'S CLUB DIRECT	PC-SUPLIES FOR WELCOME CEREMONY	27.66
SECURE-IDLE, INC	ANTI-THEFT DEVICES FOR CRUISERS	459.44
SOUTHERN CARLSON, INC	SOAP FOR PRESSURE WASHER - CAR WASH	887.00
SOUTHWEST AIRLINES	PC-AIR FARE FOR CMD POST-4 OFFICERS	1,781.80
STEVEN L ANDRASCHKO	ENTRY LEVEL SELECTION TEST	150.00
TOMMY'S EXPRESS CAR WASH	VEHICLE WASH	10.75
TONY PAULSEN	PER DIEM FOR TRAINING	165.50
TRISTAR	2024/07/31M CLAIMS PAID	18,076.70
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	512.83
TROY BOYLE	PER DIEM FOR TRAINING, PARKING, MILEAGE	374.32
UNITED STATES POSTAL SERVICE	CERTIFIED MAIL	21.25
VIKTOS, LLC	PC-UNIFORM JACKET-MARRS	426.20
		\$ 69,231.62

MINUTE RECORD

CLAIMS FOR SEPTEMBER 3, 2024

PAGE 8

FIRE & RESCUE

AMAZON.COM, LLC	PC-ELECTRIC START MOTOR, GRILL LIGHTER, PROPANE, PRINTER SUPPLIES	289.37
AVERY RENTS	PC-PROPANE FOR TRAINING	37.90
BLACK HILLS ENERGY	2024/07/01-08/01 MONTHLY SERVICE	210.55
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2024/08/01-08/31 MONTHLY SERVICE	115.00
EC DATA SYSTEMS, INC	PC-2024/06/30M SHARE OF FAX SERVER	7.95
HARBOR FREIGHT TOOLS	PC-HAND TRUCKS-DIST 1 & 4	149.98
MENARDS	PC-EQUIPMENT FOR ACADEMY	307.77
METROPOLITAN UTILITIES DIST	2024/07/04-08/05 MONTHLY SERVICE	691.51
METROPOLITAN UTILITIES DIST	2024/07/04-08/06 MONTHLY SERVICE	46.19
METROPOLITAN UTILITIES DIST	2024/07/09-08/06 MONTHLY SERVICE	1,228.99
METROPOLITAN UTILITIES DIST	2024/07/09-08/08 MONTHLY SERVICE	409.67
METROPOLITAN UTILITIES DIST	2024/07/11-08/08 MONTHLY SERVICE	244.05
PARKOMA	PC-PARKING FOR CONFERENCE	21.60
SEATOSUMMIT	PC-REPAIR BUCKLES	95.40
TRISTAR	2024/07/31M CLAIMS PAID	36,172.23
UNIVERSITY OF NEBRASKA-OMAHA	PC-TRAUMA TRAINING-GLOVER	20.00
UPS STORE	PC-SHIPING CHARGES	43.43
		\$ 40,306.37

NON-DEPARTMENTAL/CONTRACTS

AMAZON.COM, LLC	PC-CITY MEMBERSHIP FEE	179.00
AMERICAN NATIONAL BANK	2024/07/31M ACCT 1000 ANALYSIS CHG	648.20
ATLAS AWNING	REPLACE WINDOW IN CURTAIN-SIDE DOOR	400.00
CENTURY LINK	2024/07/04-08/03 MONTHLY SERVICE	408.73
CENTURY LINK	2024/08/01-31 MONTHLY SERVICE	522.80
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	STORM REPAIRS	4,437.08
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	281.98
DREF'S TREE SERVICE	TREE REMOVAL CITY LOT NEAR 13502 S 14 CIR	2,600.00
NE-DEPARTMENT OF REVENUE	2024/07/31M SALES AND USE TAX	2,002.10
PM AM CORPORATION	2024/07/31M - ALARM FEES	2,307.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY	2024/06/30M MAT SERVICE 1987 MILES	6,623.00
SCOTT WELCH	PC-2024/07/30M WEB MAINTENANCE	125.00
TRISTAR	2024/07/24-09/24 CLAIMS ADMIN FEE	3,750.00
		\$ 24,284.89

INFORMATION TECHNOLOGY

STEVEN WISNIESKI	REIMB ORLANDO TRIP EXPENSES 7/9/24	30.33
AMAZON.COM, LLC	OFFICE SUPPLIES, COMPUTER SUPPLIES, FUSE AXIALS, OFFICE CHAIR,	1,296.12
HOSTGATOR.COM	MONTHLY DOMAIN MAINTENANCE	87.99
		\$ 1,414.44

2206 LONGO DR - NEW LIBRARY

AMAZON.COM, LLC	PC-NETGEAR DESK MOUNT	1,003.66
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2024/08/02	6,661.34
METAL LOGOS	TWO EXTERIOR WALL SIGNS FOR NEW LIBRARY	10,609.75
MIDWEST STORAGE SOLUTIONS	BPW-210311 LIBRARY SHELVING, COUNTEROPS	169,336.08
		\$ 187,610.83

WASTEWATER

AMAZON.COM, LLC	PC-BACK SUPPORT BRACES, OFFICE SUPPLIES	90.30
AMERICAN NATIONAL BANK	2024/07/31M ACCT 1034 ANALYSIS CHG	37.56
ARMOR EQUIPMENT	HYDRO-GUN, LANCE, BULLDOG	4,957.76
AT&T MOBILITY	2024/08/08-09/07 MONTHLY SERVICE	654.68

MINUTE RECORD

CLAIMS FOR SEPTEMBER 3, 2024

WASTEWATER (cont'd)

CENTURY LINK	2024/08/04-09/03 MONTHLY SERVICE	63.13
CENTURY LINK	2024/08/13-09/12 MONTHLY SERVICE	211.39
COX BUSINESS SERVICES	2024/08/31M MONTHLY SERVICE	83.39
COX BUSINESS SERVICES	2024/08/04-09/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	ELBOW	708.69
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2024/07/31M	7,536.50
JUDDS BROS CONSTRUCTION CO	BPW-201109 NEW SO LIFT STATION THRU 2024/07/25	412,374.34
MENARDS	PC-EXTENSION LADDER, FILTERS, LIGHTBULBS, ADAPTERS, SHERS, PRUNERS	573.83
METROPOLITAN UTILITIES DIST	2024/07/09-08/07 MONTHLY SERVICE	234.01
NAPA AUTO PARTS	PC-SPARK PLUG	9.78
NMC GROUP, INC	2024/07/02-07/29 PUMP RENTAL	5,775.58
RJN GROUP INC	BPW-221016 2023 GIS GAP THRU 2024/08/02	1,895.00
UTILITY EQUIPMENT COMPANY	PVC PIPE, COUPLINGS	558.97
WESTLAKE ACE HARDWARE	PC-CLIP TENSION	9.98
		\$ 435,994.89

BELLEVUE MUNICIPAL BUILDING

METROPOLITAN UTILITIES DIST	2024/07/06-08/06 MONTHLY SERVICE	80.36
OMAHA PUBLIC POWER DISTRICT	2024/07/12-08/13 MONTHLY SERVICE	1,669.29
		\$ 1,749.65

G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID 147 GORB'S SERIES 2018 \$935,000 (ANNEXED 5/2/2019)	75,000.00
UMB BANK - TRUST OPERATIONS	SID 147 GORB'S SERIES 2018 \$935,000 (ANNEXED 5/2/2019)	10,180.00
UMB BANK - TRUST OPERATIONS	SID 265 GORB'S SERIES 2019 (NE) \$1,400,000 (ANN 10/1/2019)	75,000.00
UMB BANK - TRUST OPERATIONS	SID 265 GORB'S SERIES 2019 (NE) \$1,400,000 (ANN 10/1/2019)	18,236.25
		\$ 178,416.25

TOTAL CLAIMS FOR SEPTEMBER 3, 2024	\$ 2,132,741.42
TOTAL PAYROLL FOR AUGUST 16, 2024	\$ 1,767,539.03

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
9/3/2024

COUNCIL MEETING DATE: August 20, 2024		SUBMITTED BY: Budget Committee	
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:

Administration's 2024-2025 Budget (Fiscal Year Ending September 30, 2025) Preliminary Draft.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$191.4 million in fiscal year 2024-25. This is an increase of \$35.7 million from the 2023-24 budgeted expenditures. The increase is due primarily to the increased Capital expenditures of \$22 million (includes spending on the Bellevue Bay Indoor Waterpark), increased bond payments of \$5 million and increased operational expenditures (wages and department expenses) of \$8 million. This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund may use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.

2024-2025 Budgeted Resources Available (Revenues and Cash Balances) of \$242,748,214 and Expenditures of \$191,352,079 leave a cash balance of \$51,396,135, an increase of \$27,027,035 in cash reserves primarily due to the proceeds of the waterpark bonds of \$60 million of which only \$25 million is anticipated to be spent in FYE2025. Other Capital and operating expenditures will use \$8 million of existing cash reserves.

FISCAL IMPACT: \$191,352,079.33 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No 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:

First reading of Ordinance No. 4163 to adopt the 2024-2025 fiscal year budget. No action taken at this meeting.

ATTACHMENTS:

1. Ordinance 4163	2. Bellevue FYE2025 State Budget Form	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: _____



**2024-2025
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

**City of Bellevue
TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County**

This budget is for the Period October 1, 2024 through September 30, 2025

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">29,285,531.14</td> <td>Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">7,898,497.15</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: right;">37,184,028.29</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$	29,285,531.14	Property Taxes for Non-Bond Purposes	\$	7,898,497.15	Principal and Interest on Bonds	\$	37,184,028.29	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2024 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Principal</td> <td style="width:40%; text-align: right;">\$ 74,390,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 11,669,577.85</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 86,059,577.85</td> </tr> </table>	Principal	\$ 74,390,000.00	Interest	\$ 11,669,577.85	Total Bonded Indebtedness	\$ 86,059,577.85
\$	29,285,531.14	Property Taxes for Non-Bond Purposes														
\$	7,898,497.15	Principal and Interest on Bonds														
\$	37,184,028.29	Total Personal and Real Property Tax Required														
Principal	\$ 74,390,000.00															
Interest	\$ 11,669,577.85															
Total Bonded Indebtedness	\$ 86,059,577.85															
<p style="text-align: right;">\$ 6,095,742,341 Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></p>	<p align="center">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2023 through June 30, 2024?</p> <p align="center"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Interlocal Agreement Report by September 30th.</i></p>															
<p align="center">County Clerk's Use ONLY</p>	<p align="center">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2023 through June 30, 2024?</p> <p align="center"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Trade Name Report by September 30th.</i></p>															
<p align="center">APA Contact Information</p> <p align="center">Auditor of Public Accounts PO Box 98917 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p align="center">Website: auditor.nebraska.gov</p> <p>Questions - E-Mail: Jeff.Schreier@nebraska.gov</p>	<p align="center">Submission Information</p> <p align="center">Budget Due by 9-30-2024</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 															

Preliminary Draft
Subject to Change

City of Bellevue in Sarpy County

Line No	Beginning Balances, Receipts, & Transfers	Actual 2022 - 2023 (Column 1)	Actual/Estimated 2023 - 2024 (Column 2)	Adopted Budget 2024 - 2025 (Column 3)
1	Net Cash Balance	\$ 40,979,694.53	\$ 41,410,223.13	\$ 33,396,134.88
2	Investments			
3	County Treasurer's Balance	\$ 293,541.92		
4	Beginning Balance Proprietary Function Funds (Only if Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 41,273,236.45	\$ 41,410,223.13	\$ 33,396,134.88
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 30,396,723.22	\$ 34,569,554.07	\$ 36,815,869.59
7	Federal Receipts	\$ 98,755.27	\$ 23,209.87	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 65,132.47	\$ 71,344.63	\$ 105,300.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 7,348,627.50	\$ 7,710,407.69	\$ 7,689,041.00
11	State Receipts: Motor Vehicle Fee	\$ 57,461.26	\$ 681,901.50	\$ 702,100.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 1,671,035.90	\$ 1,817,797.09	\$ 1,840,398.49
14	State Receipts: Other	\$ 318,334.69	\$ 420,349.49	\$ 13,600.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,474,087.65	\$ 1,366,223.44	\$ 2,496,200.00
18	Local Receipts: Local Option Sales Tax	\$ 17,463,015.05	\$ 17,751,952.54	\$ 20,117,900.00
19	Local Receipts: In Lieu of Tax	\$ 1,204,560.67	\$ 412,895.71	\$ 280,000.00
20	Local Receipts: Other	\$ 29,791,946.90	\$ 71,787,669.77	\$ 138,034,670.25
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,197,000.00	\$ 1,207,000.00	\$ 1,207,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 1 thru 23)	\$ 132,809,608.98	\$ 179,129,528.93	\$ 242,748,214.21
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 91,399,385.85	\$ 145,733,394.05	\$ 191,352,079.33
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,410,223.13	\$ 33,396,134.88	\$ 51,396,134.88
27	Cash Reserve Percentage			54%
PROPERTY TAX RECAP		Tax from Line 6		\$ 36,815,869.59
		County Treasurer Commission at 1%		\$ 368,158.70
		Total Property Tax Requirement		\$ 37,184,028.29

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:

	Property Tax Request
General Fund	\$ 29,285,531.14
Bond Fund	\$ 7,898,497.15
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 37,184,028.29

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50% you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
Wastewater/Economic Development	\$ 8,431,192.46
Debt Service/Community Betterment	\$ 12,643,755.56
Total Special Reserve Funds	\$ 21,074,948.02
Total Cash Reserve	\$ 51,396,134.88
Remaining Cash Reserve	\$ 30,373,886.86
Remaining Cash Reserve %	32%

Documentation of Transfers of Surplus Fees:
(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____ Transfer To: _____

Amount: _____

Reason: _____

Transfer From: _____ Transfer To: _____

Amount: _____

Reason: _____

Transfer From: _____ Transfer To: _____

Amount: _____

Reason: _____

Preliminary Draft Subject to Change

City of Bellevue in Sarpy County

Line No.	2024-2025 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 9,785,821.96	\$ 1,000,000.00	\$ 60,000.00	\$ 12,500,314.44	\$ 110,064.13	\$ 160,000.00	\$ 23,625,259.53
3	Public Safety - Police	\$ 22,481,243.77	\$ -	\$ 1,062,173.00	\$ -	\$ -	\$ -	\$ 23,543,416.77
3a	Public Safety - Fire	\$ 15,290,761.71	\$ -	\$ 2,408,333.00	\$ -	\$ -	\$ -	\$ 17,699,094.71
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 6,568,480.97	\$ 36,425,000.00	\$ 3,220,000.00	\$ 1,021,339.96	\$ (11,000,000)	\$ -	\$ 47,424,620.93
6	Public Works - Other	\$ 5,090,735.15	\$ 13,742,000.00	\$ 110,000.00	\$ -	\$ -	\$ -	\$ 18,942,735.15
7	Public Health and Social Services	\$ 1,223,511.86	\$ -	\$ 50,152.00	\$ -	\$ -	\$ -	\$ 1,723,663.86
8	Culture and Recreation	\$ 6,466,808.94	\$ 28,789,281.38	\$ -	\$ -	\$ -	\$ 755,000.00	\$ 36,011,090.32
9	Community Development	\$ 601,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 601,200.00
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,618,518.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 4,630,518.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 9,768,280.06	\$ 6,795,000.00	\$ -	\$ 307,394.00	\$ -	\$ 280,000.00	\$ 17,150,480.06
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)							
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 82,895,168.42	\$ 86,939,281.38	\$ 7,360,658.00	\$ 14,137,907.40	\$ 64.13	\$ 1,207,000.00	\$ 191,352,079.33

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers in Surplus Fees.

City of Bellevue in Sarpy County

Line No.	2023-2024 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 8,667,588.55	\$ 3,715,753.98	\$ 122,210.91	\$ 16,352,993.57	\$ 11,050,232.23	\$ 160,000.00	\$ 40,068,783.24
3	Public Safety - Police	\$ 19,893,613.52	\$ -	\$ 501,184.82	\$ -	\$ (5,182.84)		\$ 20,389,615.50
3a	Public Safety - Fire	\$ 13,118,760.92	\$ 10,300.00	\$ 490,896.93	\$ -	\$ -		\$ 13,619,957.85
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 6,126,113.11	\$ 7,456,561.00	\$ 1,284,570.00	\$ 1,157,835.65	\$ (41,230.00)		\$ 15,609,999.76
6	Public Works - Other	\$ 4,640,774.95	\$ 25,660,844.00	\$ 362,819.76	\$ -	\$ (11,247,607.55)		\$ 19,339,493.96
7	Public Health and Social Services	\$ 1,052,015.24	\$ -	\$ -	\$ -	\$ -		\$ 1,052,015.24
8	Culture and Recreation	\$ 4,284,328.47	\$ 14,257,979.69	\$ 2,341.80	\$ -	\$ -	\$ 755,000.00	\$ 19,524,649.96
9	Community Development	\$ 1,021,730.71	\$ -	\$ -	\$ 47,541.00	\$ -		\$ 1,069,271.71
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 4,536,532.54	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 2,000.00	\$ 4,548,532.54
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,171,595.69	\$ 1,025,000.00	\$ 750,000.00	\$ 304,410.00	\$ (2,931.10)	\$ 280,000.00	\$ 10,511,074.29
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 77,113,093.40	\$ 52,126,488.67	\$ 3,721,848.22	\$ 17,858,784.22	\$ (683,730.46)	\$ 1,197,000.00	\$ 145,733,394.05

- (A) **Operating Expenses** should include Personnel Services, Operating Expenses, Supplies, and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds (a separate budget is filed).
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees.

City of Bellevue in Sarpy County

Line No.	2022-2023 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 6,997,102.08	\$ 1,113,706.06	\$ 142,251.00	\$ 6,273,246.52	\$ 1,523,482.03	\$ 160,000.00	\$ 16,110,436.69
3	Public Safety - Police	\$ 18,133,285.44	\$ -	\$ 722,036.00	\$ -	\$ -	\$ -	\$ 18,855,321.44
3a	Public Safety - Fire	\$ 12,756,190.22	\$ -	\$ 669,250.00	\$ -	\$ -	\$ -	\$ 13,425,440.22
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 8,500,144.09	\$ 3,626,142.92	\$ 197,546.70	\$ 721,040.00	\$ -	\$ -	\$ 13,200,361.51
6	Public Works - Other	\$ 4,110,025.20	\$ 537,327.98	\$ -	\$ -	\$ -	\$ -	\$ 4,647,353.18
7	Public Health and Social Services	\$ 1,393,369.06	\$ 281,566.46	\$ -	\$ -	\$ -	\$ -	\$ 1,674,935.52
8	Culture and Recreation	\$ 3,508,467.81	\$ 300,284.81	\$ 18,455.70	\$ -	\$ (16,500.23)	\$ 755,000.00	\$ 3,926,642.09
9	Community Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,438,270.32	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 4,440,270.32
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 9,579,012.03	\$ 4,885,353.74	\$ -	\$ 305,747.50	\$ 68,511.61	\$ 280,000.00	\$ 15,118,624.88
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds							
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 69,915,836.25	\$ 10,744,819.74	\$ 1,840,539.40	\$ 7,207,683.02	\$ 993,915.21	\$ 1,197,000.00	\$ 91,399,385.85

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies, and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds, if a separate budget is filed.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees.

City of Bellevue in Sarpy County

2024-2025 SUMMARY OF PROPRIETARY FUNCTION FUNDS

NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY

Funds (List)	Beginning Balance	Total Budget of Receipts	Total Budget of Disbursements	Cash Reserve
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL	\$ - (Forward to Page 2, Line 4)	\$ - (Forward to Page 2, Line 23)	\$ - (Forward to Page 3, Line 21)	\$ -

Preliminary Draft
Subject to Change

NOTE: State Statute Section 13-304 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste water collection or treatment utility, an electric generation, transmission, or distribution utility, a gas supply, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME Mayor Rusty Hike
 ADDRESS 1500 Wall Street
 CITY & ZIP CODE Bellevue, NE 68005
 TELEPHONE (402) 293-3000
 WEBSITE bellevue.net

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	<u>Rusty Hike</u>	<u>Rich Severson</u>	<u>Rich Severson</u>
TITLE /FIRM NAME	<u>Mayor</u>	<u>Treasurer</u>	<u>Treasurer</u>
TELEPHONE	<u>(402) 293-3000</u>	<u>(402) 293-3088</u>	<u>(402) 293-3088</u>
EMAIL ADDRESS	<u>rusty.hike@bellevue.net</u>	<u>rich.severson@bellevue.net</u>	<u>rich.severson@bellevue.net</u>

For Questions on this form, who should we contact (please choose one). Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

Preliminary Draft Subject to Change

City of Bellevue in Sarpy County

2024-2025 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	37,184,028.29
Motor Vehicle Pro-Rate	(2)	\$	105,300.00
In-Lieu of Tax Payments	(3)	\$	280,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	21,500,000.00 (4)
LESS: Amount Spent During 2023-2024		\$	20,000,000.00 (5)
LESS: Amount Expected to be Spent in Future Budget Years		\$	1,500,000.00 (6)
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	2,887,900.00
Local Option Sales Tax	(9)	\$	20,117,900.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	7,889,041.00
Motor Vehicle Fee	(12)	\$	102,100.00
Municipal Equalization Fund	(13)	\$	1,840,398.49
Insurance Premium Tax	(14)	\$	-
Nameplate Capacity Tax	(15)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	70,414,967.78

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	36,675,000.00 (17)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted in this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)		\$	1,500,000.00 (18)
Agrees to Line (6)		\$	1,500,000.00 (18)
Allowable Capital Improvements	(19)	\$	35,175,000.00
Bonded Indebtedness	(20)		
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements and Joint Public Agency Agreements	(22)	\$	2,186,751.80
Public Safety Communication Project (Statute 66-416)	(23)		
Benefits Paid Under the Firefighters' Career Benefits Act	(23a)		
Local Option Sales and Use Tax within Good Life District	(23b)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	37,361,751.80

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 33,053,215.98
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

Total Restricted Funds for Lid Computation cannot be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

**City of Bellevue
IN
Saryp County**

LID COMPUTATION FORM FOR FISCAL YEAR 2024-2025

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 58,532,702.22
Option 1 - (Line 1)

OPTION 2

Only use if a vote was taken at a townhall meeting to exceed lid for one year

Line (1) of Prior Year Lid Computation Form Option (A)

Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) minus line (5)) %

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) Option (B)

Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) -

Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%) 2.50 %
(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% - %
(3)

$\frac{100,000,000.00}{2024 \text{ Value Attributable to Growth per Assessor}} \div \frac{5,641,783,253.00}{2023 \text{ Valuation}} = 1.77$
Multiply times 100 To get %

3 ADDITIONAL ONE PERCENT COUNCILBOARD APPROVED INCREASE 1.00 %
(4)

$\frac{6}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{6}{\text{Total \# of Members in Governing Body at Meeting}} = 100.00 \%$
Must be at least 75% (.75) of the Governing Body

4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %
(5)

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 3.50 %
(6)

Allowable Dollar Amount Increase to Restricted Funds = Line (1) x Line (6) 2,048,644.58
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 60,581,346.80
(8)

Less: Restricted Funds from Lid Supporting Schedule 33,053,215.98
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 27,528,130.82
(10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

City of Bellevue in Sarpy County

2024-2025 CAPITAL IMPROVEMENT LID EXEMPTIONS

<u>Description of Capital Improvement</u>	<u>Amount Budgeted</u>
Library Improvement (Building)	\$ 250,000.00
Street Improvements	\$ 36,425,000.00
Water Main Extension	\$

**Preliminary Draft
Subject to Change**

Total - Must agree to Line 17 on Lid Support Page 8

\$ 36,675,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		37,184,028.29
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,898,497.15	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		7,898,497.15
Tax Request Subject to Levy Limit	(8)		29,285,531.14
Valuation	(9)		6,095,742,000.00
Municipality Levy Subject to Levy Authority	(10)		0.480426
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		0.000000
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.480426 (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	2,186,751.80	0.035873
Total Municipality Levy Authority	(20)		0.485873 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 15 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). If an amount is entered on Line 21, a sample ballot and election results **MUST** be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted. Please refer to the statutes to ensure all requirements are met.

City of Bellevue in Sarpy County

2024-2025 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 34,414,880.46
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{\text{2024 Real Growth Value per Assessor}}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{0.00} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.00 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 688,297.61

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 35,103,178.07

ACTUAL PROPERTY TAX REQUEST

2024-2025 ACTUAL Total Property Tax Request (7) \$ 37,184,028.29
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision MUST complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is greater than line (6), your political subdivision is required to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your information to the County Assessor electronically by September 4th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is less than line (6), your political subdivision is not required to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 77-501 and 77-513, that the governing body will meet on the _____ day of _____ 2024, at _____ o'clock _____ at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2022-2023 Actual Disbursements & Transfers	91,399,385.85
2023-2024 Actual/Estimated Disbursements & Transfers	\$ 145,733,394.05
2024-2025 Proposed Budget of Disbursements & Transfers	\$ 191,352,079.33
2024-2025 Necessary Cash Reserve	\$ 51,396,134.88
2024-2025 Total Resources Available	\$ 242,748,214.21
Total 2024-2025 Personal & Real Property Tax Requirement	\$ 37,184,028.29
Unused Budget Authority Created For Next Year	\$ 27,528,130.82

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 29,285,531.14
Personal and Real Property Tax Required for Bonds	\$ 7,898,497.15

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the _____ day of September 2024, at _____ o'clock _____ at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2023	2024	Change
Operating Budget	155,630,091.96	191,352,079.33	23%
Property Tax Request	\$ 34,414,880.46	\$ 37,184,028.29	8%
Valuation	5,641,783,683	6,095,742,341	8%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.564572		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2024-2025 property tax request be set at:

General Fund: \$ 29,285,531.14
Bond Fund: \$ 7,898,497.15

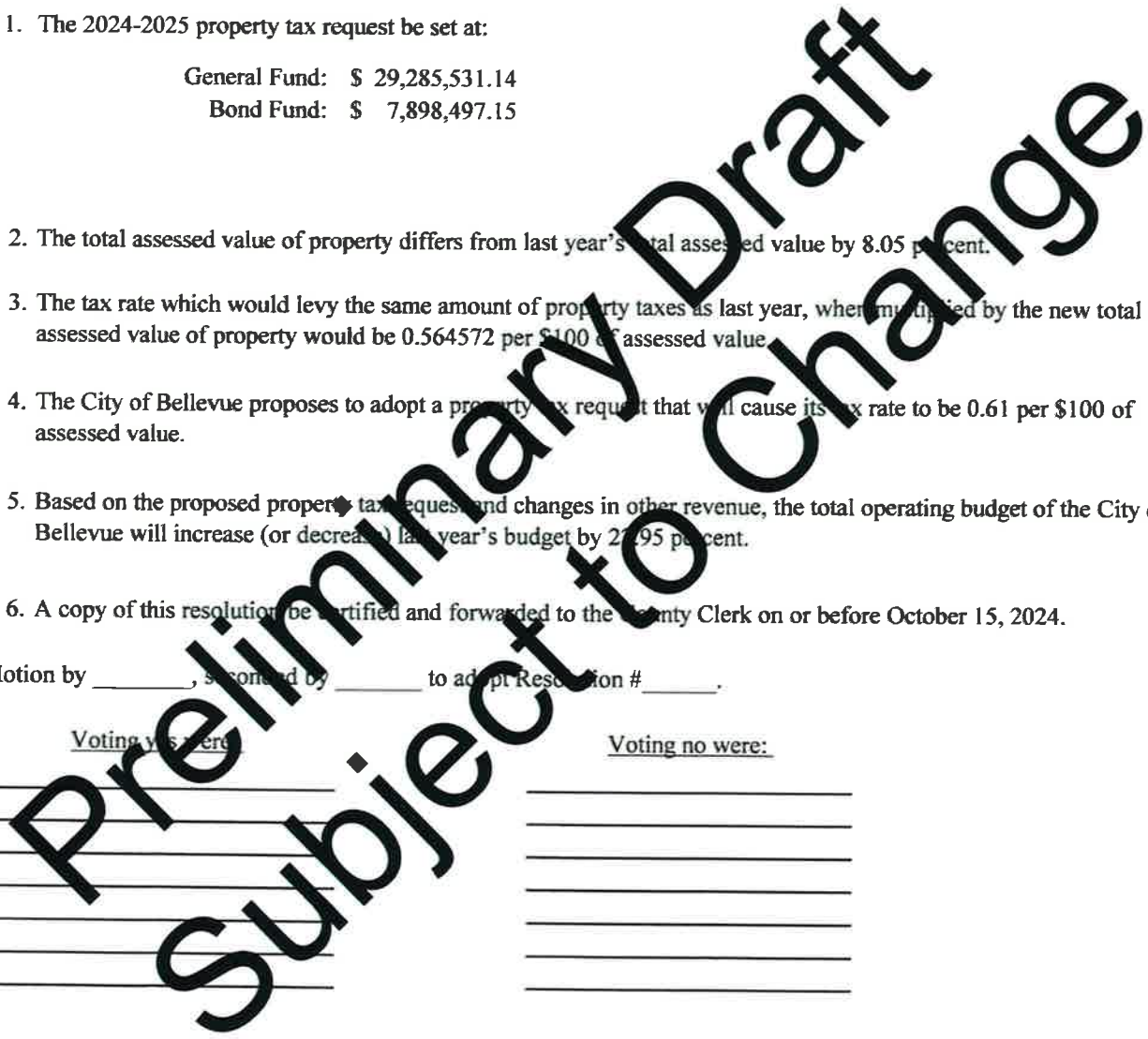
- 2. The total assessed value of property differs from last year's total assessed value by 8.05 percent.
- 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.564572 per \$100 of assessed value.
- 4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.61 per \$100 of assessed value.
- 5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase (or decrease) last year's budget by 2.95 percent.
- 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2024.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2024



**REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024**

City of Bellevue

Sarpy County

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Bellevue, Sarpy County	13-15-22 to 3-15-24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-22 to 9-30-25	IT Services	\$ 116,813.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ -
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing for professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteka Systems	\$ -
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papio Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continues Annually Unless terminated by	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	\$ -
Cities of Papillion and Bellevue (Fire Departments)	3-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	\$ -
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	\$ -
Douglas County Sheriff's Office	11/2014 - 1/1/2024 12-1-15 to 1-30-24	Forensic Services	\$ -
Eastern Sarpy County Fire Protection District	3-12-17 to 7-31-17 and automatically renewed for 5 year	To provide fire and rescue services	\$ -
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy	\$ 26,000.00
		Amount From Page 2 of 4	\$ 32,500.00
		Amount From Page 3 of 4	\$ 161,824.00
		Amount From Page 4 of 4	\$ 1,500,000.00
Total Amount used as Lid Exemption			\$ 2,186,751.80

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Metropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Omaha	Amended & Restated June 2014 continuing for 60 years 4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 6-30-19 8-1-19 to 6-30-2022 6-1-22 to 6-30-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-13-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Junctional Boundries	
Papio- Missouri Natural Resources District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	4-12-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMNRD)	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-22 to 4-30-23 5-1-23 to 4-30-24	Sharing of costs of ProPhoenix, an integrated Public Safety Software System (Law Records mgmt)	\$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	

Total Amount used as Lid Exemption

\$ 32,500.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

City of Bellevue**SarpyCounty**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to change and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement Apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Site	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columbian Fathers Property	
State of NE - Dept. of Roads	Annual 1-1-20 to 12-31-20 1-1-21 to 12-31-21 1-	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	1-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	7-20-19 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency / City of Bellevue	5-18-2021 until terminated	SCCWVA - Operation of Bellevue sewer services located within the Agency's jurisdiction	
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00
Total Amount used as Lid Exemption			<u>\$ 161,824.00</u>

REPORT OF TRADE NAMES, CORPORATE NAMES, BUSINESS NAMES
REPORTING PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

City of Bellevue

Sarpy County

SUBDIVISION NAME

COUNTY

List all Trade Names, Corporate Names and Business Names under which the political subdivision conducted business.

Preliminary Draft
Subject to Change

ORDINANCE NO. 4163

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2024, through September 30, 2025. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS ____ day of September, 2024.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____ 08/20/2024
Second Reading: _____
Special Budget Hearing: _____
Joint Public Hearing: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
9/3/2024

COUNCIL MEETING DATE: 08/20/24		SUBMITTED BY: Tammi Palm, Planning Director	
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 annex Tax Lot 11C, located in the Southwest 1/4 of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

SYNOPSIS/BACKGROUND:

Tax Lot 11C is a small tax lot owned by Norwest Bank, Nebraska near 36th Street and Highway 370. It is developed with a portion of the Wells Fargo parking lot. The Sarpy County Assessor's Office recently discovered this small lot was inadvertently left out of the Golden Hills annexation package approved in 1983. This ordinance seeks to correct that oversight.

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:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Memo	3. Ord. No. 4164
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:

Tammi Palm

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 3, 2024

REQUEST: to annex Tax Lot 11C, located in the Southwest ¼ of Section 33, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

On July 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL as presented

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Ackley
	Sims						Jacobson
	Taylor-Jones						Lasenburg
	Aerni						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: July 25, 2024



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

August 13, 2024

To: City Council
Jim Ristow, City Administrator
Rusty Hike, Mayor
From: Angela Curry, Assistant Planning Manager
Subject: Proposed Annexation – Tax Lot 11C

The attached map shows Tax Lot 11C, located south of Highway 370 and east of South 36th Street, along Comstock Avenue. Tax Lot 11C is owned by Norwest Bank, Nebraska. It is developed with a portion of the Wells Fargo parking lot.

This small lot was inadvertently left out of the Golden Hills annexation package approved by the City Council on July 25, 1983. The Sarpy County Assessor's Office discovered the oversight when noting the parcel was drawn inside the city limits boundary, but it was not accounted for in the meets and bounds description included in the approved annexation package from July 25, 1983.

Staff is recommending Tax Lot 11C be annexed to provide for the continuity of the city limits.

PLANNING COMMISSION RECOMMEDATION:

Approve as presented.



Sarpy County, Nebraska



Map Scale 1: 1128

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



ORDINANCE NO. 4164

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

TAX LOT 11C, LOCATED IN THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 31 day of July, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



Map Scale 1: 2257

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
9/3/2024

COUNCIL MEETING DATE: 09/03/24		SUBMITTED BY: Tammi Palm, Planning 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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the 2025-2030 Capital Improvement Plan (CIP). Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:

The CIP is being done in conjunction with the proposed budget. The first year of the CIP corresponds with the proposed annual budget. For FY 2024-25, the proposed Capital Projects Total is \$72,784,343 with \$57,540,343 being funded by the city and \$15,444,000 being funded by outside sources.

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:

Both the Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

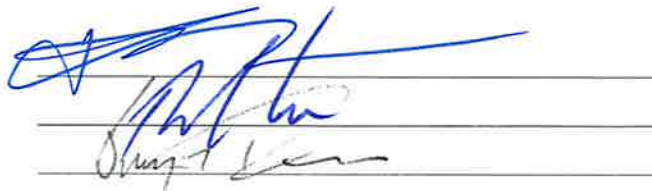
1. PC recommendation	2. Staff Report	3. 2025-2030 Capital Improvement Plan
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 182

CITY COUNCIL HEARING DATE: September 3, 2024

REQUEST: to approve the 2025-2030 Capital Improvement Plan

On July 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL as presented

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Ackley
	Sims						Jacobson
	Taylor-Jones						Lasenburg
	Aerni						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: July 25, 2024



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

August 27, 2024

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Tammi Palm, Planning Director
Subject: Proposed 2025-2030 Capital Improvement Plan

Attached is the proposed fiscal year 2025-2030 Capital Improvement Plan (CIP) showing current projected expenditures.

The CIP is a community planning and fiscal management tool used to coordinate the timing and financing of capital improvements over a multi-year period (usually 5-6 years). The document includes major projects and expenditures (\$50,000 and above) submitted by department for each of the years of the plan. The total cost is shown for each project along with any outside funding sources and the amount of the funding. The source of city funding represents the General Fund unless otherwise shown. In recent years, the CIP also doubled as the Public Works Department's One- and Six-Year Plan. Moving forward, the Public Works Department will be doing a separate One- and Six-Year Plan which will address their specific projects in depth.

The first year of the CIP corresponds with the proposed annual budget. For FY 2024-25 the proposed Capital Projects total is \$72,784,343 with \$57,540,343 being funded by the city and \$15,444,000 being funded from outside sources. For FY 2025-26, the proposed Capital Projects total is \$82,331,000 with \$70,666,000 being funded by the City and \$11,665,000 being funded from outside sources.

The total cost of all capital projects shown in the CIP is \$293,782,843 with \$237,855,843 being funded by the City and \$56,126,500 coming from outside sources.

PLANNING COMMISSION RECOMMENDATION:

APPROVE as presented.

EXPENDITURES BY DEPARTMENT BY YEAR

<u>DEPARTMENT</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>FY 2028-29</u>	<u>FY 2029-30</u>	<u>TOTAL</u>
Administrative Services	-	-	-	-	-	-	-
Building Maintenance	1,085,000	250,000	110,000	-	-	-	1,445,000
Cemetery	50,000	-	-	-	-	-	50,000
Code Enforcement	-	-	-	-	-	-	-
Fire	839,343	408,000	2,950,000	975,000	360,000	1,975,000	5,532,343
Fleet Maintenance	-	-	-	-	-	-	-
Information Technology(IT)	-	-	-	-	-	-	-
Library	250,000	-	-	-	-	-	250,000
Non Departmental	-	-	-	-	-	-	-
Parks	3,130,000	1,485,000	290,000	-	-	-	4,905,000
Permits & Inspections	-	-	-	-	-	-	-
Police	-	-	50,000	50,000	50,000	-	150,000
Public Works	14,575,000	15,000,000	4,000,000	-	-	-	33,575,000
Recreation	-	-	-	-	-	-	-
Streets	40,310,000	46,138,000	46,940,000	26,497,000	43,995,000	44,812,000	203,880,000
Wastewater	6,795,000	8,300,000	3,400,000	1,100,000	650,000	-	20,245,000
Economic Development	5,750,000	10,750,000	2,750,000	2,750,000	1,750,000	750,000	23,750,000
TOTAL	72,784,343	82,331,000	60,490,000	31,372,000	46,805,000	47,537,000	293,782,343
City funding	57,540,343	70,666,000	44,672,500	31,372,000	33,605,000	34,337,000	237,855,843
Funding from others	15,444,000	11,665,000	15,817,500	-	13,200,000	13,200,000	56,126,500

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2024-25							
DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES			
Administrative Services							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Building Maintenance							
BldgMtnc 25 (1) Tuck Point Brick Exterior 1510 Wall Street	200,000	200,000					
BldgMtnc 25 (2) Mini Spilt HVAC System, District 3 Fire Station	170,000	170,000					
BldgMtnc 25 (3) Replace Dist 1 Firestation roof top HVAC Unit	60,000	60,000					
BldgMtnc 25 (4) Replace Training Site outside AC unit	55,000	55,000					
BldgMtnc 25 (5) Replace 3 Heat Pumps, 1510 Wall Street	50,000	50,000					
BldgMtnc 25 (6) Rebuild Detention Cell 1500 Wall Street (Design/Const)	250,000	250,000					
BldgMtnc 25 (7) Resurface Parking Lot at Longo Building	300,000	300,000					
Total	1,085,000	1,085,000	-				
Cemetery							
Remodel Cemetery Office	50,000	50,000	-				
Total	50,000	50,000	-				
Code Enforcement							
No capital projects this fiscal year.			-				
Total	-	-	-				
Economic Development Fund							
ED 25 (1) LB 840 Infrastructure improvements	750,000	750,000	-				

ED 25 (2) Entertainment District Improvements- Roads, Planning, Utilities	5,000,000	5,000,000			
Total	5,750,000	5,750,000	-		
Fleet					
No capital projects this fiscal year	-	-	-		
Total	-	-	-		
Fire					
FI 25 (3) Training site audio visual replacement	239,343	239,343			
FI 25 (4) Phase 3 of training site add building, storage and restrooms	450,000	450,000			
FI 25 (5) Last phase of concrete replacement at training site	150,000	150,000	-		
Total	839,343	839,343	-		
Library					
LI 25 (1) Renovation - 2206 Longo Drive	200,000	200,000	-		
LI 25 (2) Public Lockers - 2206 Longo Drive	50,000	50,000	-		
Total	250,000	250,000	-		
Parks					
PK 25 (1) Demolition of Aspen Pool	55,000	55,000			
PK 25 (2) Bike and Trail Renovations	450,000	450,000			
PK 25 (3) Everett Park Pickleball Courts and Parking Lot	325,000	325,000			
PK 25 (4) American Heroes Park New Playground Structure and Picnic Shelter	2,250,000	2,250,000			
PK 25 (5) Aspen Park 18 Hole Disc Golf Course	50,000	50,000	-		
Total	3,130,000	3,130,000	-		
Permits and Inspections					
No capital projects this fiscal year					
Total	-	-	-		

Police							
No capital projects this fiscal year.							
Total		-	-	-			
Public Works							
PW 25 (1) Strategic Plan Consulting	100,000	100,000					
PW 25 (2) Data Collection (GPS) City Infrastructure	50,000	50,000					
PW 25 (3) Metro Transit InterModel Study Fort Crook Road	125,000	25,000	100,000		MAPA		
PW 25 (4) MUD Water Main Extension	8,000,000	1,000,000	7,000,000		EDA/Inland Port		
PW 25 (5) Entertainment District (Engineering/Construction)	5,000,000	5,000,000					
PW 25 (6) Haworth Park Drainage Ditch (Engineering/Construction)	1,000,000	1,000,000					
PW 25 (7) Land Purchase as Necessary	150,000	150,000					
PW 25 (8) Industrial Drive Drainage Ditch (Design)	150,000	150,000					
Total		14,575,000	7,475,000	7,100,000			
Recreation							
No capital projects this fiscal year.							
Total		-	-	-			
Streets							
ST 25 (1) Major Street Resurfacing	3,060,000	3,060,000					
ST 25 (2) Concrete Projects	3,525,000	3,425,000	100,000				
ST 25 (3) Overlay Projects	1,485,000	1,485,000					
ST 25 (4) Reconstruction Projects	15,210,000	15,210,000					
ST 25 (5) South 36th Street	9,505,000	1,901,000	7,604,000				
ST 25 (6) Bridge Repairs	550,000	110,000	440,000				
ST 25 (7) Drainage Improvements	2,775,000	2,775,000	200,000		NRD funding		
ST 25 (8) Signal Improvements	980,000	980,000					
ST 25 (9) Asset Management	225,000	225,000					
ST 25 (10) Operations and Equipment	2,995,000	2,995,000					
Total		40,310,000	32,166,000	8,344,000			
Wastewater							

WW 25 (1) Quail Creek Lift Station	1,200,000	1,200,000		
WW 25 (2) Bluff Street Lift Station Replacement	800,000	800,000		
WW 25 (3) Haworth and American Heroes Park Sanitary	1,400,000	1,400,000		
WW 25 (4) Bellevue Sanitary Upgrades - Mission Ave	1,000,000	1,000,000	-	
WW 25 (5) SCCWA SB-11 Basin Build out	300,000	300,000	-	
WW 25 (6) Olde Towne Sanitary Rehabilitation	1,200,000	1,200,000		
WW 25 (7) Twin Creek Syphon Stabilization	375,000	375,000		
WW 25 (8) Landings Lift Station Upgrade	520,000	520,000	-	
Total	6,795,000	6,795,000	-	
CAPITAL TOTAL ALL DEPARTMENTS	72,784,343	57,540,343	15,444,000	
ADDITIONAL PROJECT DESCRIPTIONS:				
ED 25(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000		

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2025-26					
DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES	
Administrative Services					
No capital projects this fiscal year.	-	-			
Building Maintenance					
BM 26 (1) Tuck Point Brick Exterior 1510 Wall Street and 1410 Wall Street	\$ 200,000.00	\$ 200,000.00			
BM 26 (2) Replace 3 Heat Pumps 1510 Wall Street	\$ 50,000.00	\$ 50,000.00			
Total	250,000	250,000			
Cemetery					
No capital projects t his fiscal year.					
Total	\$ -	\$ -			
Code					
No capital projects this fiscal year.	-	-	-		
Total	-	-	-		
Economic Development Fund					
ED 26 (1) LB 840 Infrastructure improvements	750,000	750,000	-		Community Betterment
ED 26 (2) Entertainment District Improvements-Covered Walkways	10,000,000	10,000,000			
Total	10,750,000	10,750,000	-		
Fire					
FI 26 (1) Replace Medic 31 2006 International	340,000	340,000	-		
FI 26 (2) Replace Fire Car 2 2001 Chev Tahoe	68,000	68,000			

Total	408,000	408,000	-			
Fleet						
No capital projects this fiscal year.	-	-	-			
Total	-	-	-			
Information Technology (IT)						
No capital projects this fiscal year.	-	-	-			
Total	-	-	-			
Library						
No capital projects this fiscal year.						
Total	-	-	-			
Parks						
PK (1) Bike/Trail Renovations, Hasting Banner Park & Bellevue Loop	325,000.00	325,000.00				
PK (2) Install Lights, Daniel Loop Trail - 1.5 Miles	300,000.00	300,000.00				
PK (3) American Heroes Park, Restrooms	700,000.00	700,000.00				
PK (4) Playground and Shelter, Twin Ridge Park	160,000.00	160,000.00				
	-	-	-			
	-	-	-			
Total	1,485,000	1,485,000	-			
Permits and Inspections						
No capital projects this fiscal year.	-	-	-			
Total	-	-	-			
Police						
No capital projects this fiscal year.						
	-	-	-			
	-	-	-			
Total	-	-	-			
Public Works						

PW 26 (1) Public Works Facility (Design/Construction)	8,000,000.00	8,000,000.00		
PW 26 (2) American Heroes Park Amphitheater (Design/Construction)	1,000,000.00	1,000,000.00		
PW 26 (3) Entertainment District (Engineering/Construction)	5,000,000.00	5,000,000.00		
PW 26 (4) Industrial Drive Ditch (Construction)	1,000,000.00	1,000,000.00		
	-	-	-	
Total	15,000,000	15,000,000	-	
Recreation				
No capital projects this fiscal year.				
Total	-	-	-	
Streets				
ST 26 (1) Major Street Resurfacing	7,730,000	7,730,000	-	
ST 26 (2) Concrete Projects	2,195,000	2,195,000	-	
ST 26 (3) Overlay Projects	2,475,000	2,475,000	-	
ST 26 (4) Reconstruction Projects	17,488,000	8,248,000	9,240,000	
ST 26 (5) Bridge Repairs	375,000	375,000	-	
ST 26 (6) Drainage Improvements	7,695,000	6,395,000	1,300,000	
ST 26 (7) Signal Improvements	4,565,000	3,440,000	1,125,000	
ST 26 (8) Asset Management	50,000	50,000	-	
ST 26 (9) Operations and Equipment	3,565,000	3,565,000	-	
Total:	46,138,000	34,473,000	11,665,000	
Wastewater				
WW 26 (1) Maintenance Truck Replacement	100,000	100,000		
WW 26 (2) Loader/Backhoe	200,000	200,000	-	
WW 26 (3) 8902 Cedar Island Road Facility Updates	450,000	450,000		
WW 26 (4) Stationary Generator - Fontenelle Lift Station	350,000	350,000		
WW 26 (5) SCCWWA - SB-11 Basin Build out	6,000,000	6,000,000		
WW 26 (6) Olde Towne Sanitary Rehabilitation	1,200,000	1,200,000	-	
Total	\$ 8,300,000	\$ 8,300,000	-	
CAPITAL TOTAL ALL DEPARTMENTS				
	82,331,000	70,666,000	11,665,000	
ADDITIONAL PROJECT DESCRIPTIONS				
ED 26(1) Infrastructure--Funding for LB 840 program, possible projects to be determined				

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2026-27						
DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST			NOTES
Administrative Services						
No capital projects this fiscal year.						
Building Maintenance						
BldgMtn 27 (1) Replace District 3 Fire Station Roof Top HVAC Unit	\$ 60,000.00	\$ 60,000.00				
BldgMtn 27 (2) Replace 3 Heat Pumps, 1510 Wall Street	\$ 50,000.00	\$ 50,000.00				
Total	110,000	110,000	-			
Cemetery						
No capital projects this fiscal year						
Total	\$ -	\$ -				
Code						
No capital projects this fiscal year.	-	-	-			
Total	-	-	-			
Economic Development Fund						
ED 27 (1) LB 840 Infrastructure improvements	750,000	750,000	-			Community Betterment
ED 27 (2) Entertainment District Improvements	2,000,000	2,000,000				
Total	2,750,000	2,750,000	-			
Fire						
FI 27 (1) Replace Truck 21 2018 Pierce	1,950,000	1,950,000	-			

FI 27 (2) Land purchase for future District 5 Fire Station	1,000,000	1,000,000			
Total	2,950,000	2,950,000	-		
Fleet					
No capital projects this fiscal year					
Total	-	-	-		
Information Technology (IT)					
No capital projects this fiscal year.	-	-	-		0
Total	-	-	-		
Library					
No capital projects this fiscal year.	-	-	-		
Total	-	-	-		
Parks					
PK 27 (1) New Playground, Copper Creek Park	60,000	60,000			
Pk 27 (2) New Playground, Glenmorrie Park	60,000	60,000			
Pk 27 (3) New Playground and Shelter, Golden Hills Park	170,000	170,000	-		
Total	290,000	290,000	-		
Permits and Inspections					
No capital projects this fiscal year.	-	-	-		
Total	-	-	-		
Police					
PD 27 (1) Equipment - License Plate Readers	50,000	50,000	-		
	-	-			

Total	50,000	50,000	-		
Public Works					
PW 27 I(1) Public Works Facility (Construction)	4,000,000	4,000,000			
Total	4,000,000	4,000,000			
Recreation					
No capital projects this fiscal year.					
Total	-	-	-		
Streets					
ST 27(1) Major Street Resurfacing	2,305,000	2,305,000	-		
ST 27(2) Concrete Projects	7,480,000	7,480,000	-		
ST 27(3) Overlay Projects	1,090,000	1,090,000	-		
ST 27(4) Reconstruction Projects	25,897,500	11,455,000	14,442,500		
ST 27(5) Bridge Repairs	487,500	487,500	-		
ST 27(6) Drainage Improvements	5,465,000	4,465,000	1,000,000		
ST 27(7) Signal Improvements	1,450,000	1,075,000	375,000		
ST 27(8) Operations and Equipment	2,765,000	2,765,000	-		
Total	46,940,000	31,122,500	15,817,500		
Wastewater					
WW 27 (1) Collections Truck Replacement	75,000	75,000			
WW 27 (2) Arctic Jet Replacment	450,000	450,000			
WW 27 (3) Olde Towne Sanitary Rehabilitation	1,200,000	1,200,000	-		
WW 27 (4) Interceptor Monitoring Sites with GIS/SCADA Integration	650,000	650,000	-		
WW 27 (5) Interceptor Connection C Site Sanitary Replacement	950,000	950,000			
WW 26 (6) Sewer Master Plan Update	75,000	75,000			
Total	\$ 3,400,000	\$ 3,400,000	-		

CAPITAL TOTAL ALL DEPARTMENTS	60,490,000	44,672,500	15,817,500			
ADDITIONAL PROJECT DESCRIPTIONS						
ED 27(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000				

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2027-28							
DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES			
Administrative Services							
No capital projects this fiscal year							
Building Maintenance							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Cemetery							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Code							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Economic Development Fund							
ED 28 (1) LB 840 Infrastructure improvements	750,000	750,000	-				Community Betterment
ED 28 (2) Mission Ave Economic Development-Transportation & Accessibility Improvements	2,000,000	2,000,000					
Total	2,750,000	2,750,000	-				
Fire							
FI 28 (1) Replace Engine 31 1997 Seagrave	975,000	975,000					
Total	975,000	975,000	-				

Fleet						
No capital projects this fiscal year					-	
Total		-	-	-		
Information Technology (IT)						
No capital projects this fiscal year		-	-	-		
Total		-	-	-		
Library						
No capital projects this fiscal year		-	-	-		0
Total		-	-	-		
Parks						
No capital projects this fiscal year		-	-	-		
Total		-	-	-		
Permits and Inspections						
No capital projects this fiscal year		-	-	-		
Total		-	-	-		
Police						
PD 28(1) Equipment - License Plate Readers		50,000	50,000	-		
Total		50,000	50,000	-		
Public Works						
No capital projects this fiscal year		-	-	-		

Total	-	-	-	
Recreation				
Total	-	-	-	
Streets				
ST 28(1) Major Street Resurfacing	5,580,000	5,580,000	-	
ST 28(2) Concrete Projects	1,780,000	1,780,000	-	
ST 28(3) Overlay Projects	3,205,000	3,205,000	-	
ST 28(4) Reconstruction Projects	7,085,000	7,085,000	-	
ST 28(5) Bridge Repairs	925,000	925,000	-	
ST 28(6) Drainage Improvements	4,050,000	4,050,000	-	
ST 28(7) Signal Improvements	1,107,000	1,107,000	-	
ST 28(8) Operations and Equipment	2,765,000	2,765,000	-	
Total	26,497,000	26,497,000	-	
Wastewater				
WW 28 (1) Whispering Timbers Lift Station Upgrades	800,000	800,000	-	
WW 28 (2) SCCWWA - SB-5 Build Out	300,000	300,000	-	
Total	\$ 1,100,000	\$ 1,100,000	-	
CAPITAL TOTAL ALL DEPARTMENTS				
	31,372,000	31,372,000		
ADDITIONAL PROJECT DESCRIPTIONS				
ED 28(1) Infrastructure--Funding for LB 840 program, possible projects to be determined				

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2028-29							
DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES			
Administrative Services							
No capital projects this fiscal year							
Building Maintenance							
	-	-	-				
Total	\$ -	\$ -	-				
Cemetery							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Code							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Economic Development Fund							
ED 29 (1) LB 840 Infrastructure improvements	750,000	750,000	-				Community Betterment
ED 29 (2) Mission Ave Economic Improvement Funding-Transportation & Accessibility Improvements	1,000,000	1,000,000					
Total	1,750,000	1,750,000	-				
Fire							
FI 29 (1) Replace Medic 21 2019 Ford	360,000	360,000	-				
Total	360,000	360,000	-				

Information Technology (IT)							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Library							0
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Parks							
No capital projects this fiscal year.	-	-	-				
Total	-	-	-				
Permits and Inspections							
No capital projects this fiscal year	-	-	-				
Total	-	-	-				
Police							
Equipment - License Plate Readers	50,000	50,000					
Total	50,000	50,000					
Public Works							
No capital projects this fiscal year.	-	-	-				
Total	-	-	-				
Recreation							

Total	-	-	-
Streets			
ST 29(1) Concrete Projects	3,020,000	3,020,000	-
ST 29(2) Overlay Projects	880,000	880,000	-
ST 29(3) Reconstruction Projects	9,730,000	9,730,000	-
ST 29(4) Bridge Repairs	16,500,000	3,300,000	13,200,000
ST 29(5) Drainage Improvements	10,455,000	10,455,000	-
ST 29(6) Signal Improvements	645,000	645,000	-
ST 29(7) Operations and Equipment	2,765,000	2,765,000	-
Total	43,995,000	30,795,000	13,200,000
Wastewater			
WW 29 (1) 25th and 370 Forcmain Rehabilitation	275,000	275,000	-
WW 29 (2) 51st and Bernadette Forcmain and Lift Station	375,000	375,000	-
Total	\$ 650,000	\$ 650,000	-
CAPITAL TOTAL ALL DEPARTMENTS	46,805,000	33,605,000	13,200,000
ADDITIONAL PROJECT DESCRIPTIONS			
ED 29(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750,000	750,000	

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

EXPENDITURES BY DEPARTMENT BY YEAR

FISCAL YEAR 2028-29					
DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES	
Administrative Services					
No capital projects this fiscal year					
Total	-	-	-		
Building Maintenance					
No capital projects this fiscal year	-	-	-		
Total	-	-	-		
Cemetery					
No capital projects this fiscal year	-	-	-		
Total	-	-	-		
Code					
No capital projects this fiscal year	-	-	-		
Total	-	-	-		
Economic Development Fund					
ED 30(1) LB 840 Infrastructure improvements	750,000	750,000	-		Community Betterment
Total	750,000	750,000	-		
Fire					
FI 30 (1) Replace Utility 3	975,000	975,000			
FI 30 (2) Replace Engine 4 (Pumper tanker)	1,000,000	1,000,000	-		
Total	1,975,000	1,975,000			

Library						
No capital projects this fiscal year	-	-	-			0
Total	-	-	-			
Parks						
No capital projects this fiscal year	-	-	-			
Total	-	-	-			
Permits and Inspections						
No capital projects this fiscal year	-	-	-			
Total	-	-	-			
Police						
No capital projects this fiscal year	-	-	-			
Total	-	-	-			
Public Works						
No capital projects this fiscal year						
Recreation						
No capital projects this fiscal year						
Total	-	-	-			
Streets						
ST 30(1) Major Street Resurfacing	1,795,000	1,795,000	-			
ST 30(2) Concrete Projects	2,690,000	2,690,000	-			
ST 30(3) Overlay Projects	1,535,000	1,535,000	-			

ST 30(4) Reconstruction Projects	15,705,000	15,705,000	-
ST 30(5) Bridge Repairs	16,500,000	3,300,000	13,200,000
ST 30(6) Drainage Improvements	240,000	240,000	-
ST 30(7) Signal Improvements	670,000	670,000	-
ST 30(8) Wall Rehabilitation	112,000	112,000	-
ST 30(9) Operations and Equipment	5565000	5565000	-
Total	44,812,000	31,612,000	13,200,000
Wastewater			
No capital projects this fiscal year.	-	-	-
Total	-	-	-
CAPITAL TOTAL ALL DEPARTMENTS	47,537,000	34,337,000	13,200,000
ADDITIONAL PROJECT DESCRIPTIONS			
ED 30(1) Infrastructure--Funding for LB 840 program, possible projects to be determined	750000	750000	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/03/2024		SUBMITTED BY: Public Works	
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Conduct a public hearing and approve the grant application to the Nebraska Game and Park's Land and Water Conservation Fund for the American Heroes Park Improvement project.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing submission of a American Heroes Park Improvement project grant application to the Land and Water Conservation Funds through the Nebraska Game and Park Commission. The project includes the construction of a new bathroom facility and playground equipment with guidance from the Parks Master Plan and the American Heroes Master Plan. The grant funds are federal funds provided from the National Park Service and carry all federal requirements.

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:

Conduct a public hearing regarding the proposed project and application and approve the Resolution for application to the Land and Water Conservation Fund.

ATTACHMENTS:

1. Resolution 2024-24	2. Project Summary	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: _____

RESOLUTION NO. 2024-24

RESOLUTION ON DEVELOPMENT FOR OUTDOOR RECREATION AND AUTHORIZING THE MAYOR TO SUBMIT THE GRANT APPLICATION TO THE NEBRASKA GAME AND PARKS LAND AND WATER CONSERVATION FUND.

WHEREAS, the City of Bellevue, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of American Heroes Park Improvement Project; and

WHEREAS, the Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service; and

WHEREAS, the City of Bellevue, Nebraska will, within thirty (30) days, following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff; and

WHEREAS, the City of Bellevue, Nebraska has budgeted or currently has available its stated match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission; and

WHEREAS, the City of Bellevue, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner; and

WHEREAS, the City of Bellevue, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

WHEREAS, the City of Bellevue, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water conservation Fund Act of 1965, as amended.; and

WHEREAS, the City of Bellevue, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, certifies that this resolution is a true copy of the original document **PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 3rd day of September, 2024.

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

Land and Water Conservation Grant

Project Overview

Project Scope

The proposed project includes the installation of a new bathroom facility with a shelter and playground picnic shelter at American Heroes Park to encourage use and provide amenities that were requested by residents in the American Heroes Master Plan and Park Master Plan.

The proposed site was previously the Kramer Power Plant site which was decommissioned and demolished by the Nebraska Public Power District in 2005 and the land was transferred to the City of Bellevue. Following demolition, the site was leveled and graded which assist with the site preparation needed for the new construction. The bathroom site will need to be connected to water and sewer lines and construction will include consideration for floodplain development and Americans with Disabilities' Act (ADA) requirements.

American Heroes Park is a large riverfront park featuring a lake and dock for fishing, a loop trail, parking, and multi-use sports fields. The existing amenities are in good condition. The entrance to the park has plantings matching planting in the median of the entrance. There are young trees that have been planting throughout the park and along the loop trail. The loop trail has several benches and trash receptacles.

Project Type

The proposed project is for development and construction.

Total Project Cost

The total project cost is \$ 1,017,094.00. The project cost will be 50/50 match with City funds outlined in the capital improvement plan and budget.

**Park Example
LWCF Budget Form**

CASH	Quantity/Cost per Unit	Qty	Cost	Total	LWCF Grant Funds	Total Project Match (\$)	Total Funding (\$)
Category 1 - Contracted Services- Construction							
Bathroom Facility - Architecture/Engineering/Design	1 ea		\$ 80,000.00	\$80,000.00	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
Bathroom Facility - Construction	1 ea		\$850,000.00	\$850,000.00	\$ 425,000.00	\$ 425,000.00	\$ 850,000.00
Playground Picnic Shelter - Site Preparation	1 ea		\$ 68,794.00	\$ 68,794.00	\$ 34,397.00	\$ 34,397.00	\$ 68,794.00
Playground Picnic Shelter - Construction	1 ea		\$ 65,406.00	\$ 65,406.00	\$ 32,703.00	\$ 32,703.00	\$ 18,300.00
USE OF FUNDS - CASH SUBTOTAL					\$ 532,100.00	\$ 532,100.00	\$ 1,017,094.00
				\$ -		\$ -	\$ -
USE OF FUNDS - IN-KIND SUBTOTAL					\$ -	\$ -	\$ -
TOTAL PROJECT COST					\$ 532,100.00	\$ 532,100.00	\$ 1,017,094.00
100% REQUIRED MATCH						\$ 532,100.00	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
9/3/2024

COUNCIL MEETING DATE: September 3, 2024		SUBMITTED BY: Dave Goedeken - Public Works	
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution and Construction Engineering Agreement, 36th Street, Sheridan - Platteview (MAPA-3773(1), CN 22288)

SYNOPSIS/BACKGROUND:

Olsson has been selected by the the City of Bellevue to perform construction engineering services for the 36th St., Sheridan - Platteview Project (MAPA-3773(1), CN 22288) pursuant to the Construction Engineering Services Agreement prepared and administered by the Nebraska Department of Transportation. The fees are outlined in Exhibit "A" of the agreement totaling \$1,139,850.00. This project is federally funded with an 80/20 split. The City's share is not to exceed \$227,970.00.

FISCAL IMPACT: \$227,970.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Construction Engineering Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street-Sheridan Rd to Platteview Rd (MAPA 3773(1), CN 22288)

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

CIP PROJECT NAME: South 36th Street-Sheridan Rd to Platteview Rd CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: CIPST24(5) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the Construction Engineering Agreement between the City of Bellevue and Olsson not to exceed \$1,139,850.00 for the 36th St, Sheridan - Platteview Project (MAPA-3773(1), Control No. 22288).

ATTACHMENTS:

- Resolution 2024-25
- Construction Engineering Agree
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2454

City of Bellevue

Resolution No. 2024-25

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Olsson wish to enter into a Construction Engineering Services Agreement to provide Construction Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services agreement between the City of Bellevue and Olsson.

NDOT Project Number: MAPA-3771(1)

NDOT Control Number: 22288

NDOT Project Description: 36th St, Sheridan-Platteview, Bellevue

Adopted this ____ day of _____, 20__ at _____ Nebraska.
(Month)

The City Council of the City of Bellevue, Nebraska

Four horizontal lines for signature or marking.

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

Attest:

Signature City Clerk

Agreement No.	BK2454
Effective (NTP) Date	7/23/2024
Agreement Amount	CPFF \$1,139,850.00

PROFESSIONAL SERVICES AGREEMENT
LPA PROJECTS
CONSTRUCTION ENGINEERING SERVICES

CITY OF BELLEVUE
OLSSON, INC.
PROJECT NO. MAPA-3771(1)
CONTROL NO. 22288
36TH ST, SHERIDAN-PLATTEVIEW, BELLEVUE

THIS AGREEMENT is between the City of Bellevue ("LPA") and Olsson, Inc. ("Consultant"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, "STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA, and

WHEREAS, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

WHEREAS, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related construction project, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-3771(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "E" and incorporated herein by this reference, and

WHEREAS, LPA used a qualification based selection process to select Consultant to provide Construction Engineering services, hereinafter referred to as Services, and

WHEREAS, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal-Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

WHEREAS, State has let or will let a construction contract for the project on behalf of LPA, and

WHEREAS, Consultant is required to use State provided construction recordkeeping system (Trans•Port SiteManager), for the Services provided under this Agreement, and

WHEREAS, the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson, Inc.
Address	2111 S 67 th St., Ste 200, Omaha, NE 68106
Project Manager's Name	Tony Egelhoff
Project Manager's Phone	402-341-1116

1.2 State Project Coordinator/RC

Name	Randy Sage
Phone Number	402-595-2534

1.3 LPA PL

Name	Matt Knight
Phone Number	402-293-3028

SECTION 2. *This section has intentionally been left blank.*

SECTION 3. *This section has intentionally been left blank.*

SECTION 4. NOTICE TO PROCEED AND COMPLETION

4.1 State, on behalf of LPA, issued Consultant a written Notice to Proceed on July 23, 2024.

4.2 State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.

4.3 In the event that prior to the Effective Date of this Agreement, Consultant is issued an early Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.

- 4.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 4.5 The completion of the construction of this project is estimated to be October 31, 2024, and is subject to change. Consultant shall complete all Services under this Agreement within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion", and Consultant shall invoice the work within 150 calendar days of the construction completion date. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a written time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement or payment by State.

SECTION 5. SCOPE OF SERVICES

- 5.1 Upon receiving a written notice to proceed from State, on behalf of LPA Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this work will be in two parts. Part one of the Scope of Services is contained within the "Basic Scope of Services" set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", which is incorporated herein by this reference. The attached Scope of Services will govern over any contrary language in the Basic Scope of Service set out below.
- 5.2 The Scope of Services is Exhibit "A" is the result of the following process:
- 5.2.1 Consultant was provided the detailed proposed Scope of Services for this project.
- 5.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
- 5.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- 5.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), and the Manuals (definition below), State and Federal law, rule or regulation and policy. Consultant agrees to provide the Services listed on Exhibit "A", for Project MAPA-3771(1), Control No. 22288, in Sarpy County, Nebraska.
- 5.4 LPA, or State on behalf of LPA, has the absolute right to add or subtract from the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Task Order. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

Basic Scope of Services:

- 5.5 Consultant services generally include, but are not limited to: Construction engineering; project management; pre-construction staking; traffic control plans; conducting the preconstruction conference; preparing daily work reports; construction staking and

inspection, and materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

- 5.6 Additionally, Consultant shall review, have a working knowledge of, and conform to the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOT (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall be qualified to assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by LPA, or State on behalf of LPA.
- 5.7 Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:
- a. NDOT Construction Manual - Current Edition
 - b. Materials Sampling Guide (NDOT)
 - c. Standard Methods of Tests – 2006 (NDOT)
 - d. The LPA Manual
 - e. The Manual on Uniform Traffic Control Devices
 - f. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
 - g. The ASTM Standards
 - h. NDOT Final Review Manual
- 5.8 These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that Consultant must provide, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this Agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a

- timely manner and shall communicate regularly about the progress of the construction with LPA, or State on behalf of LPA.
- 5.9 Consultant is required to use Trans•Port Site Manager as the construction record-keeping system for Services under this Agreement.
- 5.10 Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as LPA, or State on behalf of LPA, otherwise agree.
- 5.11 The Parties agree that Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Consultant shall keep the LPA, or State on behalf of LPA, informed about the progress and quality of the portion of the work and shall advise the LPA, or State on behalf of LPA, about observed or measured deficiencies in the work.
- 5.12 Additional Requirements:
- 5.12.1 Consultant shall advise LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- 5.12.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- 5.12.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- 5.12.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 5.12.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 5.12.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Agreement.
- 5.12.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "C", attached and incorporated herein by this reference.

- 5.12.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 5.12.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

SECTION 7. STAFFING PLAN (CE)

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit "B". The Staffing Plan(s) identifies the employees of Consultant and Subconsultant who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and Subconsultant may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or Subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as provided in Exhibit "C".

SECTION 8. This section has intentionally been left blank.

SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an

equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

- 9.3 If Consultant is an individual or sole proprietorship, the following applies:

Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Road's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.

- a. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 10. FEES AND PAYMENTS

- 10.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "C".

SECTION 11. CONSULTANT'S PERFORMANCE (CE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on behalf of LPA, access at all

times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on behalf of LPA, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) communication and cooperation; (2) quality; (3) recordkeeping; (4) timeliness; (5) scope and budget; (6) project manager; and (7) technical performance. Consultant understands that if LPA, or State on behalf of LPA, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on behalf of LPA, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on behalf of LPA, chooses to conduct a Consultant Performance Evaluation, LPA, or State on behalf of LPA, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services; or may use third parties and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The

rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

- 12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.
- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 14. SUSPENSION OR TERMINATION (CE 2-25-16)

14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work, or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. The Services or the project are abandoned for any reason;
- c. Funding priorities have changed;
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Agreement;

- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

14.2 *This section has intentionally been left blank.*

14.3 Suspension

- a. Suspension for Convenience. If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. Suspension for Cause. If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this

Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 15. OWNERSHIP OF DOCUMENTS

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

SECTION 16. CONFLICT OF INTEREST LAWS

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

- 17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.
- 17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation

that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

“**CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

- 17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.
- 17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 19. GENERAL COMPLIANCE WITH LAWS

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or Consultant's agents or employees in the performance of Services under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.

20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. In any contract Consultant has with a subconsultant, Consultant shall require that subconsultant meet the insurance requirements outlined in Exhibit "D".

SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

(2-1-18)

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb.Rev.Stat. § 81-3408) for this project as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law.

Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Agreements as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 22. SUCCESSORS AND ASSIGNS

This Agreement is binding on successors and assigns of either party.

SECTION 23. DRUG-FREE WORKPLACE POLICY

Consultant shall have an acceptable and current drug-free workplace policy on file with State and LPA.

SECTION 24. FAIR EMPLOYMENT PRACTICES ACT

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §§ 48-1101 through 48-1126.

SECTION 25. DISABILITIES ACT

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES

- 26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

- 27.1 Compliance with Regulations:
During the performance of this Agreement, Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).
- 27.2 Nondiscrimination:
Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- 27.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment:
In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.
- 27.4 Information and Reports:
Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall certify to LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

27.5 Sanctions for Noncompliance:

In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, LPA will impose such agreement sanctions as it or State and FHWA may determine to be appropriate, including but not limited to withholding of payments to Consultant under this Agreement until Consultant complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

27.6 Incorporation of Provisions:

Consultant shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subagreement or procurement as LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a subconsultant/ Subcontractor as a result of such direction, Consultant may request that LPA or State enter into such litigation to protect the interests of LPA or State and, in addition, Consultant may request that LPA, State and the United States enter into such litigation to protect the interests of LPA, State, and the United States.

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

- 28.1 Any subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf is obtained.
- 28.2 At LPA's or State's discretion, Consultant may enter into an agreement with any Subconsultants/Subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must contain identical or substantially similar provisions to those in this Agreement. No right-of-action against LPA or State will accrue to any Subconsultant/Subcontractor by reason of this Agreement.
- 28.3 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional service Agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the

original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

29.2 Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
- b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
- c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules

implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).

6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.

b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
 - d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 30. LPA CERTIFICATION

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:
- a. employ or retain, or agree to employ or retain, any firm or person, or
 - b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 31. ENTIRE AGREEMENT

This instrument including all exhibits and incorporations specified herein, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

**Exhibit A
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING
for**

Project Name: 36th St, Sheridan-Platteview, Bellevue

Project Number: MAPA-3771(1)

Control Number: 22288

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for City of Bellevue in Sarpy County, Nebraska. The project consists of the following improvements: Grading, Concrete Pavement, Storm Sewer, Seeding, Fence, Electrical, Signing and General Items.

Olsson, (Consultant) shall serve as agent for City of Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. Overview of the work

1. The Consultant will perform construction engineering services on various types of transportation improvement projects. Services may include, but are not limited to, the following:
Construction engineering; project management; pre-construction staking; traffic control plans; conducting the preconstruction conference; preparing daily work reports; construction staking and inspection, and materials sampling and testing during project construction; monitoring and enforcing environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns. The required construction engineering services will be further defined below in each Task Order.
2. The Consultant shall review and have a working knowledge of the project plans, special provisions, the current edition of the NDOT Standard Specifications for Highway Construction, change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents will be incorporated by reference into the future construction engineering agreement(s), and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the NDOT Standard Specifications for Highway Construction (2017 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by NDOT.

C. Qualifications, Knowledge and Experience

1. All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer. The Consultant shall use engineers experienced with all aspects of the required construction and design responsibilities related to the services to be provided.
2. The Consultant shall review and have a working knowledge of the project plans, special provisions, the current edition of the NDOT Standard Specifications for Highway Construction, change orders and all other project related contract documents for the construction of LPA's Federal-Aid project.

3. Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and Federal-Aid reimbursement. These documents are collectively referred to as the "Manuals".
 - NDOT Construction Manual, including Construction Directives and Guidance (Current Version)
 - NDOT Materials Sampling Guide (Version at time of letting)
 - NDOT Standard Specifications for Highway Construction (Current Version)
 - NDOT Standard Methods of Tests (Version Current at time of Letting)
 - Construction Project Manager Materials Compliance Guide
 - The Manual on Uniform Traffic Control Devices (Current version with Revisions)
 - The NDOT Supplement to the Manual on Uniform Traffic Control Devices (Current version)
 - AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
 - The ASTM Standards
 - 2023 PM Best Practice Guide (or Current Version)
 - LPA Manual – Chapter 12 checklists
 - SWPPPTrack (Replacement for ECOD)
 - 2021 Final Review Process Manual
 - NDOT Construction Systems & Software Reference Guides:
<https://dot.nebraska.gov/business-center/getting-started/>
4. Consultant shall be qualified to assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the NDOT Standard Specifications for Highway Construction (2017 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by the LPA, or State on behalf of LPA.
5. The project plans, special provisions, standard specifications, and other contract documents are collectively referred to as the "Construction Contract Documents". Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Material testing requirements shall be carried out by certified employees or subconsultants.

D. Software and Equipment Requirements

1. The Consultant is required to use AASHTOWare Project as the construction record-keeping system for services.
2. Consultant shall provide its own vehicles, equipment, materials, and supplies necessary to complete the services.
3. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
4. The Consultant will provide all software and computer equipment required to complete the services.

E. Expectations for the Deliverables

1. Consultant shall perform the service described in this ~~and the Task Order~~ scope of services using AASHTOWare Project as the construction record-keeping system. All records shall be kept up-to-date daily. The Consultant may be required to use Sharefile to store and exchange project information.
2. The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as LPA, or State on behalf of LPA, otherwise agree.
3. Consultant shall fulfill all project duties in a timely manner and shall communicate regularly about the progress of the construction with the LPA, or State on behalf of LPA. For the purpose of this Agreement "regularly" shall mean at a minimum of weekly communication of accomplishments and issues.
4. Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the LPA, or

- State on behalf of LPA, informed at a minimum weekly about the progress and quality of the portion of the work and shall advise the LPA, or State on behalf of LPA, about observed or measured deficiencies in the work. Deficiencies shall be communicated as soon as possible to the LPA or NDOT on behalf of the LPA.
5. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for daily completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents.
 6. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the LPA, State or FHWA to review for compliance or funding eligibility. Rejection of work accomplished by the Contractor shall be communicated as soon as possible to the LPA or NDOT on behalf of the LPA. Significant Overruns or Underruns of contract Items will be communicated to the LPA, or NDOT on behalf of the LPA, as soon as the Consultant realizes the overrun or underrun will occur. Consultant is responsible to complete the NDOT 74 Cost Overrun/Underrun Notification for overruns or underruns of the project in excess of \$100,000.
 7. Consultant shall submit every week to the State digital copies of all reports of field tests performed by the Consultant. Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State on behalf of LPA of work that doesn't conform to the contract documents.
 8. The sampling and testing type, method and frequency must be completed by Consultant according to the Manuals, specifically the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA, or NDOT on behalf of the LPA, decide what testing type, method or frequency should be applied for this project.

F. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

G. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
 - 1.1 Project Management activities shall include the following:
 - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.

- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in ~~Site Manager~~-AASHTOWare Project.
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into ~~Site Manager~~ **AASHTOWare Project** on a daily basis. ~~Ensure~~ Confirm that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. ~~For some projects,~~ A public meeting ~~may~~ will be held and the consultant's attendance ~~may~~ will be required.
- 2.1 ~~Construction Inspection Planning Meeting—The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.~~
- 2.2 ~~Pre-Construction Meeting—Prepare the agenda, attend, and distribute meeting notes.~~
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **75** meetings.
- 2.4 ~~Public Meeting (If Required)—Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.~~
- 2.5 Assume 225 trips to the project site for meetings.
3. Traffic Control Plan. ~~Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).~~
- 3.1 ~~Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.~~
- 3.2 Review and approve alternative Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
- 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and ~~after every 1/2" or greater rain event~~ according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.
- 4.1 Conduct **100** Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume 100 trips to the project site for SWPPP Inspections.
5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.
- 5.1. Provide coordination of staking needs with Contractor.
- 5.2. Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3. Stake limits of construction throughout project.
- 5.4. Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5. Provide slope stakes for grading.

- 5.6. Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- 5.7. ~~Provide cross-section for new culverts before providing a Culvert Order List to Contractor.~~
- 5.8. Stake fence relocation ~~and guardrail.~~
- 5.9. Stake silt fence.
- 5.10. Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11. Assume 200 trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into ~~Site Manager.~~ AASHTOWare Project.

- 6.1 Construction Consultation/AASHTOWare Project & Daily Work Report (DWR)
 - Review and Enter Data into AASHTOWare Project
 - Maintain Project Field Diaries, Files, and Record data in AASHTOWare Project
 - Document and Review Daily Work Reports (DWRs)

- ~~7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.~~

- ~~7.1 Girder Shim Surveying
 - Shim shots will be taken at the locations as determined by the designer.
 - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~

- ~~8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.~~

~~8.1 Perform Bearing Calculations~~

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance.
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments.
 - The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP,

Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.

- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. ~~Follow-up surveys as may be required will be the responsibility of the Consultant.~~ Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant Contactor. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement.
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- ~~Prepare a field checked culvert order list.~~
- ~~Prepare guardrail order list.~~
- Generate periodic progress estimates using AASHTOWare Project and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- ~~On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.~~
- ~~Locate permanent pavement markings.~~

9.2 Measure, calculate, and document quantities of pay items.

9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume 1000 trips to the site for construction inspection.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
 - 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
 - 10.3 Review and document test results of all samples and follow up with the owner on materials not meeting specification requirements, the consultant laboratory must coordinate with the owner for acceptance and incorporation into the project
 - 10.4 Review test results for Quality Assurance (QA) and Quality Control (QC) verification acceptance. Additional follow up is required for test results that are outside of verification testing tolerances. If the results are outside of acceptance test result tolerances, the consultant laboratory's certified personnel must perform an Independent Assurance review of the certified tester and equipment, document the findings, and provide the IA record to the project documents. (See Hot Mix Asphalt Reference Guide for example, section IV)
 - 10.5 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
 - 10.6 Assume **400** trips to the project site for Material Sampling and Testing.
11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
 - 11.1 As-Built Drawings
 12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
 - 12.1 Walkthrough of Site and Preparation of Punch List
 - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
 13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

- 13.1 Project Closeout activities shall include the following:
- Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure confirm that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
 - Sign Deduction Memo (If required)
 - Material Review Memo
 - AASHTOWare Project PM Diary Report
 - AASHTOWare Project Contract Item Report for all Contract Items
 - All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
 - All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
 - Project Culvert Field Book with information per the NDOT Construction Manual
 - Signed and stamped As Built Plans (full size)
 - Copy of Evaluation(s) of Contractor
 - LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
 - Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure confirm that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Administrative (Additional project specific tasks may be added here)

14.1 Review and filing payrolls.

14.2 RFI's & Shop Drawings.

- Requests For Information: Consultant shall respond to Contractor Requests for Information (RFI's) during the construction of the project. It is assumed up to 12 RFI's will be submitted for responses.
- Shop Drawings: Consultant shall review shop drawings submitted by the Contractor for compliance with contract documents. It is assumed up to 15 shop drawings will be submitted for review. The Consultant shall have 10 business days to respond from the time they are received via NDOT.

14.3 Design Modifications. This task includes effort for potential design or plan modifications associated with field revisions resulting from changes in field conditions, conflicts with unforeseen utilities, and changes in phasing or scheduling items. This task will only be used upon approval from the Client representatives and is solely intended to expedite information back to the Contractor while a full amendment for revision work is processed.

14.4 Public Engagement Services. This task includes effort for public engagement throughout the construction timeline and is defined by the following tasks:

- **Database Development / Maintenance** – The Consultant will maintain the database of project stakeholders to include residents, property owners, organizations, agencies, City officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database shall be given to the City, if requested. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project.
- **Web Site Development** – The Consultant will continue the use of and maintain the website for this project. The Consultant shall review and update the web site at a minimum monthly and will post/update open house information within 48 hours of open houses being scheduled.
- **Social Media (2 type)** – The Consultant will develop and maintain a social media site such as Facebook and X for the project. The social media sites will be linked to the website and content updated frequently. Content may include ground breaking, project meeting dates, stakeholder updates, construction schedule, seasonal postings, lane closures, limited access and other timely messages.
- **Final Public Involvement Report / Documentation** – The Consultant will write a final report documenting the public involvement process for Phase 2. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

E. SCHEDULE

1. Anticipated Notice to Proceed: 7/22/24
2. The Consultant shall provide a schedule of activities and deliverables upon award

Staffing Plan

Construction Engineering

Project Name: 36th ST, Sheridan - Platteview, Bellevue
Consultant: Olsson
Consultant PM: Tony Egelhoff
NDOT PC: Randy Sage
Date: July 15, 2024

Project Number: MAPA-3771(1)
Control Number: 22288



#	Code	Classification	#	Code	Classification
1	PREng	Project Engineer	6	SCC	Survey Crew Chief
2	PM	Project Manager	7	SCM	Survey Crew Member
3	INS1	Lead Insp	8	SPIN	Testing Technician
4	INS2	Inspector	9	SWPP	Assistant Scientist
5	SCN	Scientist	10	ADM	Administrative

Financial Data	
Overhead Rate:	185.88%
Profit Rate:	11.20%
FCCM (if applies):	0.700%
Use latest available data	

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Project Engineer			
Tony Egelhoff	Project Engineer	\$78.83	75%
Kara Kosiski	Project Engineer	\$64.90	15%
Mark Peters	Design Technical Manager	\$53.73	10%
Project Manager			
Marty Weander	Project Manager	\$48.20	100%
Lead Insp			
Shane Groh	Lead Inspector	\$36.40	100%
Inspector			
Laurie Weander	Inspector	\$26.39	95%
Doug Bock	Inspector	\$28.19	5%
Scientist			
Kari Sherman	Scientist	\$35.10	25%
Kris Davenport	Project Scientist	\$33.46	25%
Samantha McKee	Project Scientist	\$43.27	50%
Survey Crew Chief			
Dan Hanna	Group Leader	\$48.51	20%
Nicolas Hug	Associate Surveyor	\$32.50	20%
Dylan Rothanzl	Associate Surveyor	\$28.50	50%
Ryan Thompson	Associate Surveyor	\$27.50	10%
Survey Crew Member			
Steven Dytrich	Assistant Surveyor	\$24.00	50%
Nick Laughlin	Assistant Surveyor	\$22.25	25%
Joe Fossler	Assistant Surveyor	\$28.00	25%
Testing Technician			
David Zimmerman	SPIN Tech	\$24.00	80%
Drew Whitman	SPIN Supervisor	\$32.65	20%
Assistant Scientist			
Treyton Dawson	Assisitant Scientist	\$24.78	80%
Cara Booth	Assisitant Scientist	\$26.65	5%
Sage Evans	Associate Scientist	\$29.34	5%
Brain Hammond	Associate Scientist	\$27.41	5%
Kyle Copple	Associate Scientist	\$31.62	5%
Administrative			
Stacy Zablocki	Team Administrator	\$27.43	40%
Haley Engstram	Public Engagement Coordinator	\$28.00	60%

SRC Billing Rates

Construction Engineering

Date: July 15, 2024

Consultant: Olsson

SRC Billing Rates Calculated based on:

Overhead:	185.88%
Profit Rate:	11.20%
FCCM (if applies):	0.70%
Salary Escalation Factor:	3.0%

Weighting*

33%
67%
100%

Period 1:	NTP through:	<u>December 31, 2024</u>
Period 2:	Labor beginning:	January 1, 2025
Period 3:	Labor beginning:	January 1, 2026
Period 4:	Labor beginning:	January 1, 2027

*% of work estimated during each period

SRC BILLING RATE per employee

New Employee Multiplier = 3.18

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
Project Engineer						
Tony Egelhoff	\$78.83	\$251.00	\$259.00	\$267.00		75%
Mark Peters	\$53.73	\$171.00	\$176.00	\$181.00		10%
Weighted Rate For Calculating Contract Max:		\$241.36				
Project Manager						
Marty Weander	\$48.20	\$154.00	\$159.00	\$164.00		100%
Weighted Rate For Calculating Contract Max:		\$157.35				
Lead Insp						
Shane Groh	\$36.40	\$116.00	\$119.00	\$123.00		100%
Weighted Rate For Calculating Contract Max:		\$118.01				
Inspector						
Laurie Weander	\$26.39	\$84.00	\$87.00	\$90.00		95%
Doug Bock	\$28.19	\$90.00	\$93.00	\$96.00		5%
Weighted Rate For Calculating Contract Max:		\$86.31				
Scientist						
Kari Sherman	\$35.10	\$112.00	\$115.00	\$118.00		25%
Kris Davenport	\$33.46	\$107.00	\$110.00	\$113.00		25%
Samantha McKee	\$43.27	\$138.00	\$142.00	\$146.00		50%
Weighted Rate For Calculating Contract Max:		\$126.10				
Survey Crew Chief						
Dan Hanna	\$48.51	\$155.00	\$160.00	\$165.00		20%
Nicolas Hug	\$32.50	\$104.00	\$107.00	\$110.00		20%
Dylan Rothanzl	\$28.50	\$91.00	\$94.00	\$97.00		50%
Ryan Thompson	\$27.50	\$88.00	\$91.00	\$94.00		10%
Weighted Rate For Calculating Contract Max:		\$108.38				
Survey Crew Member						
Steven Dytrich	\$24.00	\$76.00	\$78.00	\$80.00		50%
Nick Laughlin	\$22.25	\$71.00	\$73.00	\$75.00		25%
Joe Fossler	\$28.00	\$89.00	\$92.00	\$95.00		25%
Weighted Rate For Calculating Contract Max:		\$79.51				
Testing Technician						
David Zimmerman	\$24.00	\$76.00	\$78.00	\$80.00		80%
Drew Whitman	\$32.65	\$104.00	\$107.00	\$110.00		20%
Weighted Rate For Calculating Contract Max:		\$83.07				
Assistant Scientist						
Treyton Dawson	\$24.78	\$79.00	\$81.00	\$83.00		80%
Cara Booth	\$26.65	\$85.00	\$88.00	\$91.00		5%
Sage Evans	\$29.34	\$93.00	\$96.00	\$99.00		5%
Brain Hammond	\$27.41	\$87.00	\$90.00	\$93.00		5%
Kyle Copple	\$31.62	\$101.00	\$104.00	\$107.00		5%
Weighted Rate For Calculating Contract Max:		\$82.97				
Administrative						
Stacy Zablocki	\$27.43	\$87.00	\$90.00	\$93.00		40%
Haley Engstram	\$28.00	\$89.00	\$92.00	\$95.00		60%
Weighted Rate For Calculating Contract Max:		\$90.21				

Consultant's Estimate of Hours

Construction Engineering

Project Name: 36th ST, Sheridan - Platteview, Bellevue
Consultant: Olsson
Consultant PM: Tony Egelhoff
NDOT PC: Randy Sage
Date: July 15, 2024

Project Number: MAPA-3771(1)
Control Number: 22288

TASKS	PERSONNEL CLASSIFICATIONS										
	PEng	PM	INS1	INS2	SCN	SCC	SCM	SPIN	SWPP	ADM	Total
1. Project Management & Coordination	85	728								20	833
1.1 Project Management	85	720								20	825
1.2 Plan and Spec review, project setup		8									8
2. Meetings	150	75	75								300
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting											
2.3 Construction Progress Meetings	75	75	75								225
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings	75										75
3. Traffic Control Plan	4	6									10
3.1 Prepare Traffic Control Plan											
3.2 Review Traffic Ctrl Plan (If completed by Contractor)	4	4									8
3.3 Sign and Submit Plans to the RC		2									2
4. SWPPP Inspections/Manual Updates					70					350	420
4.1 Conduct Inspections					50					250	300
4.2 Update SWPPP Manual					20						20
4.3 Trips to Site (Travel Time) for SWPPP Insepctions										100	100
5. Construction Survey/Staking						372	292				664
5.1 Provide coordination of staking needs w/ Contractor						80					80
5.2 Verify and re-establish the survey control, if needed						20	20				40
5.3 Stake limits of construction throughout project						40	40				80
5.4 Mark removal limits. Stake ROW & const easements						24	24				48
5.5 Provide slope stakes for grading						12	12				24
5.6 Provide paving hubs						52	52				104
5.8 Stake fence relocation and guardrail						16	16				32
5.9 Stake silt fence						16	16				32
5.10 Verify exist tie-in elevations, adjust pavement grades						12	12				24
5.11 Trips to Site (Travel Time) for Const Survey/Staking						100	100				200
6. Construction Consultation/Site Manager & Daily Work Report (DWR)		100	800	600							1500
6.1 Const. Consultation/AASHTOWare Dairy & DWR		100	800	600							1500
9. Construction Inspection	30	20	2340	2320							4710
9.1 Construction Inspection	20		2000	1900							3920
9.2 Measure, calculate, and document qty of pay items			40	220							260
9.3 Maintain records/data, prepare Weekly Report of WDs		20	300	200							520
9.4 Trips to Site (Travel Time) for Const Inspection	10										10
10. Perform Material Sampling and Testing			48	56				460			564
10.1 Collect, verify, document, deliver all samples to test lab				28				220			248
10.2 Provide all req'd material certs to the NDOR M&R Lab			24	28							52
10.3 Review and document all test results of all samples			24					40			64
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								200			200
11. As-Built Drawings		20	40								60
11.1 Prepare As-Built Drawings		20	40								60
12. Final Inspections	4	8	12	4							28

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PREng	PM	INS1	INS2	SCN	SCC	SCM	SPIN	SWPP	ADM	
12.1 Walkthrough of Site and Preparation of Punch List	4	4	8	4							20
12.2 Review Project to verify Punch List is completed		4	4								8
13. Project Closeout	8	32	60	10							110
13.1 Project Closeout	8	32	60	10							110
14. Other	80	80			4					200	364
14.1 Review and File Payrolls - Davis Bacon Rate Comp.		80									80
14.2 RFI's & Shop Drawings	60										60
14.3 Design Modifications	12				4						16
14.4 Public Engagement Services	8									200	208
<i>Total Days</i>	<i>45.1</i>	<i>134</i>	<i>422</i>	<i>374</i>	<i>9.25</i>	<i>46.5</i>	<i>36.5</i>	<i>57.5</i>	<i>44</i>	<i>28</i>	<i>1195</i>
Total Hours	361	1069	3375	2990	74	372	292	460	350	220	9,563.0

Project Cost & Breakdown**Construction Engineering**

Project Name: 36th ST, Sheridan - Platteview, Bellevue
Consultant: Olsson
Consultant PM: Tony Egelhoff
NDOT PC: Randy Sage
Date: July 15, 2024

Project Number: MAPA-3771(1)
Control Number: 22288

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Project Engineer	361	\$241.36	\$87,130.96
Project Manager	1,069	\$157.35	\$168,207.15
Lead Insp	3,375	\$118.01	\$398,283.75
Inspector	2,990	\$86.31	\$258,066.90
Scientist	74	\$126.10	\$9,331.40
Survey Crew Chief	372	\$108.38	\$40,317.36
Survey Crew Member	292	\$79.51	\$23,216.92
Testing Technician	460	\$83.07	\$38,212.20
Assistant Scientist	350	\$82.97	\$29,039.50
Administrative	220	\$90.21	\$19,846.20

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$900.00
Mileage/Travel:	\$58,500.00
Lodging/Meals:	
Other Miscellaneous Costs:	\$8,797.66
Subtotal	\$68,197.66

TOTAL PROJECT COSTS	Amount
Labor Costs	\$1,071,652.34
Direct Expenses	\$68,197.66
TOTAL COST	\$1,139,850.00

Travel Calculations & Notes

Construction Engineering

Project Name: _____

Project Number: _____

Consultant: _____

Control Number: _____

Consultant PM: _____

LPA RC: n/a _____

NDOR PC: _____

Date: _____

Trip Mileage and Time Calculations

Starting Location: _____

Ending Location: _____

Roundtrip distance to/from (miles):

20

Roundtrip travel time (minutes):

30.00

of Roundtrips/Staff --> PR:

1

--> PM:

--> ENG:

--> DES:

--> SCC:

--> SCM:

--> INS1:

--> INS2:

--> UD:

Travel Summary

Miles

Hours

20

0.5

Total:

20

0.5

Note: Total miles assumes each staff travels separately

Enter Number of Working Days : _____

Obtain # of working days from NDOR

Month	# Working Days	Avg. Daylight	Hours
April	15	13.25	Weeks
May	15	14.25	Months
June	20	15	
July	20	14.5	
August	20	13.5	
September	15	12.5	
October	15	11	
November	15	10	

Assumed _____ hours/Working Day

Notes & Assumptions

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$1,071,652.34	for actual direct labor costs
\$ <u>68,197.66</u>	for direct expenses
\$1,139,850.00	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s), or increase the contract maximum. Contract increases will be considered when additional scope of services is required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs are calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed

on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor**. Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

- 1) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. *This section has intentionally been left blank.*

- C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

 - 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
 - 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
 - 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
 - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

(b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:

- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
- (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

(c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation-related tips, such as hotel, park and ride, or airport shuttles, and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.

(a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.

(b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
- (ii) Meals provided by lodging facility
- (iii) Meals purchased by 3rd Party
- (iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
- (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

- (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
- (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
- (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

6. *This section has intentionally been left blank.*

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

- (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**
- (c) Direct non-labor expenses:
 - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
 - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
 - (iii) All supporting receipts must be kept as required in Section 18.
- (d) Time Records, as outlined in paragraph 4.A.1).
- (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

CONSULTANT COST RECORD RETENTION.

- 2) Progress Report: A progress report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a progress report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All progress reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
 - (b) A description of the Services anticipated for the next service period
 - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
 - (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

- 3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
 - 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.
- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

12. FINAL INVOICE AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant.
- B. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at

<http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include but are not limited to written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

D. Automobile Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the state where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

insurance coverage required under this agreement will lapse or may be canceled or terminated. Consultant shall forward any pertinent notice of cancelation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Nebraska Parkway, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

**DISCLAIMER APPLICABLE TO
THE SIGNING OF THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT**

The following is a resolution drafted by the Nebraska Department of Transportation (NDOT) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOT, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOT LPA Guidelines Manual for Federal-aid Projects.

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THE SIGNING OF THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT**

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15c.
9/3/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 3, 2024		SUBMITTED BY: David Goedeken-Public Works	
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

LPA Resolution - Cornhusker Road, 36th to Fort Crook Road Program Agreement- BPW#230613

SYNOPSIS/BACKGROUND:

Approve the Resolution and LPA Program Agreement - Federal-Aid Funds between the City of Bellevue and Nebraska Department of Transportation (NDOT) for the Cornhusker Road 36th to Fort Crook Road. Project No. MAPA-77(73)

FISCAL IMPACT: \$25,000 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: \$100,000 (MAPA/NDOT)

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: Project No. MAPA-77(73) Control No. 22968 (Cornhusker Rd, 36th to Ft Crook BL2408)		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Authorize the Mayor to approve the Resolution and sign the LPA Program Agreement-Federal-Aid Funds between the City of Bellevue and NDOT.

ATTACHMENTS:




- | | | |
|--------------------------|-------------------------|-------------------------|
| 1. LPA Program Agreement | 2. Resolution 9/3/24 26 | 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:

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF BELLEVUE, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. MAPA-77(73)
STATE CONTROL NO. 22968
CORNHUSKER RD, 36TH TO FT CROOK

THIS AGREEMENT is between the City of Bellevue, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program Funding (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

WHEREAS, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

WHEREAS, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

WHEREAS, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$125,000, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$25,000. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

This project is a feasibility study evaluating Cornhusker Road from 36th Street to Fort Crook Road in Bellevue, Nebraska for future project programming, design, and construction. The project will involve a traffic study to determine traffic operations and deficiencies, roadway network and traffic control improvements, and pedestrian facility connectivity. The project will also involve a desktop environmental review, identifying right-of-way impacts, and developing preliminary cost estimates. The proposed study area for this project is along the Cornhusker Road corridor from just west of the 36th Street intersection to just east of the Fort Crook Road intersection in Bellevue, Nebraska. The study area may extend north and south along intersecting streams, streets, and highways as necessary to understand project impacts.

WHEREAS, LPA desires that this project be developed under the designation of Project No. MAPA-77(73) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the LPA dated the _____ day of _____, 20____, attached as **Exhibit “B”** and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts, LPA and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

“**CFDA**” means Catalog of Federal Domestic Assistance.

“**CFR**” means the Code of Federal Regulations.

“**FHWA**” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“**LPA**” means Local Public Agency that is sponsoring a Federal-Aid transportation project.

“**NEB. REV. STAT.**” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**FULL-TIME PUBLIC EMPLOYEE**” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee’s non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“**PUBLIC EMPLOYEE**” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“**RESPONSIBLE CHARGE**” or “**RC**” means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA’s point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA’s interests in the delegated technical tasks.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)

- 2.1 **Effective Date** --This Agreement is binding on the date it is fully executed by State.
- 2.2 **Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – For convenience, this Agreement's identifying date will be the date State signed the Agreement.
- 2.4 **Duration**– This Agreement will expire upon completion of LPA's Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 **Termination** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA's jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning and design. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 LPA hereby designates Matt Knight as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
- 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.
- 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in

the project including identifying issues, investigating options, working directly with stakeholders, and decision making.

- 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

5.1 The Applicable Legal and Contract Requirements.

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:
<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

5.2 Federal Oversight.

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 6. FEDERAL AWARD IDENTIFICATION.

The following identifying, and other information applies to this Federal-aid project, is included as required by 2 CFR § 200.332 and LPA may be required to report this information is a part of a single audit be required to report this information is a part of a single audit because of receipts of these funds for this project.

- a) Subrecipient name (as registered at SAM.gov); **CITY OF BELLEVUE**
- b) Subrecipient Unique Entity Identifier (UEI) Number; **MGFGXEFM3353**
- c) Federal Award Identification Number (FAIN); **693JJ22230000Y237NE0153119**
- d) Federal Award Date; **7/15/2024**
- e) Period of Performance (Grant start and end date); **7/15/2024 – 7/15/2029**
- f) Budget period Start and End Date; **7/15/2024 – 7/15/2029**
- g) Amount of Federal Funds Obligated by this action; **NA**
- h) Total Amount of Federal Funds Obligated; **NA**
- i) Total Approved Cost Sharing or Matching, where applicable; **\$25,000**
- j) Total Amount of the Federal Award including approved Cost Sharing or Matching; **\$125,000**
- k) Budget Approved by the Federal Awarding Agency; **\$100,000**
- l) Federal award description, (to comply with statutory requirements (e.g., FFATA)); **Study**
- m) Name of Federal awarding agency and contact information for awarding official, **U.S. Department of Transportation, Federal Highway Administration, grantee Nebraska Department of Transportation** and contact information for awarding official **Wayne Fedora, Division Administrator, R.Wayne.Fedora@dot.gov**
- n) Assistance Listings Number and Title; **CFDA 20.205 Highway Planning and Construction**
- o) Identification of whether the award is R&D; and **N/A**
- p) Indirect cost rate for the Federal award (including if the de minimis rate is charged per [§ 200.414](#)). **NA**

SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES

7.1 Engineering Services

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

SECTION 8. COORDINATING PROFESSIONAL

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall

verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

SECTION 9. FINANCIAL RESPONSIBILITY

9.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

9.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$125,000 as set out in the table below:

ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
PE Phase	2024					
PE		\$100,000	\$25,000			\$125,000
NEPA						0.00
RC						0.00
NDOR						0.00
PE Subtotal		\$100,000	\$25,000	\$0.00	\$0.00	\$125,000
TOTAL		\$100,000	\$25,000	\$0.00	\$0.00	\$125,000

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

9.3 LPA Responsibility

LPA understands that payment for the costs of this project are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA

is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

9.4 Reimbursement of Costs Incurred by LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,
- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

9.4.1 LPA Project oversight costs

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

9.4.2 LPA provided professional services

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

9.5 Payment of Consultant Professional Services by State

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

9.6 State Incurred Costs

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase

Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

9.7 LPA Project Budget and Invoicing by State

9.7.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

9.7.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.

9.8 Project Withdrawal

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

SECTION 10. SUSPENSION OR TERMINATION

10.1 Suspension.

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including City of Bellevue a description of the reason(s) for the suspension, MAPA-77(73) a timeframe for LPA to correct the deficiencies, and 22968 a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

10.2 Termination.

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
 - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - e) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - f) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
 3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.

4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
 5. LPA's failure to sign any State requested project documents in a timely manner.
 6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
 7. LPA's breach of a provision of this Agreement.
 8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph e. below.
 - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
 - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 11. FEDERAL AUDIT REQUIREMENT

- 11.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 11.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 11.3 If necessary, the Federal award information needed for the SEFA includes:
 - Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
 - CFDA Number:** 20.205
 - Project Number:** MAPA-77(73)
- 11.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759

when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 12. INDEMNITY

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

SECTION 13. CONFLICT OF INTEREST LAWS

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 14. DRUG FREE WORKPLACE

LPA shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 15. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 16. FAIR EMPLOYMENT PRACTICES

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31.

TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to “Contractor” in this section also means the “LPA”.

SECTION 17. DISABILITIES ACT

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 18. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 19. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

19.1 Policy

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

19.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 20. TITLE VI NONDISCRIMINATION CLAUSES

During LPA’s performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

20.1 Compliance with Regulations: LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

- 20.2 Nondiscrimination: LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 20.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 20.4 Information and Reports: LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 20.5 Sanctions for Noncompliance: In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
(a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
(b) Cancellation, termination or suspension of this Agreement, in whole or in part.
- 20.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 21. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 22. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by LPA this _____ day of _____, 2024.

WITNESS:

City of Bellevue
Rusty Hike

LPA Clerk

Mayor

EXECUTED by State this _____ day of _____, 2024.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

For more information on completing this form, refer to [NDOT 530 I](#).

1. New Revised

State of Nebraska Department of Transportation

**Local Public Agency (LPA)
Project Programming Request**

For: City County Other

2. LPA Name (and County):
City of Bellevue (Sarpy)

3. Responsible Charge/Project Liaison:
Matt Knight

TO BE COMPLETED BY NDOT	
Control No.:	22968
Project No.:	MAPA-77(73)
Project Name:	Cornhusker Rd, 36th to Ft Crook
Project Coordinator:	Walaa Kambal
Target Letting Date:	October 2026

4. PURPOSE AND NEED/PROJECT DESCRIPTION

Purpose and Need of Proposed Project (What is the problem to be resolved?):

The purpose of the project is to improve the reliability of the transportation system and perpetuate the mobility of the traveling public. The need of the project is to reduce congestion and incidence of crashes.

Latitude: _____ Longitude: _____ New/Reconstruction Maintenance Other

Road, Street, Trail, Historical Renovation, Other	From	To	Length	National Functional Classification	National Highway System (Yes or No)
Cornhusker Road	36 th Street	Fort Crook Road		Arterial	Yes

Detailed Project Description (Location of Proposed Project, Logical Termini Justification, Location Map, Typical Cross Sections, etc.; attach any additional sheets necessary):



This project is a feasibility study evaluating Cornhusker Road from 36th Street to Fort Crook Road in Bellevue, Nebraska for future project programming, design, and construction. The project will involve a traffic study to determine traffic operations and deficiencies, roadway network and traffic control improvements, and pedestrian facility connectivity. The project will also involve a desktop environmental review, identifying right-of-way impacts, and developing preliminary cost estimates. The proposed study area for this project is along the Cornhusker Road corridor from just west of the 36th Street intersection to just east of the Fort Crook Road intersection in Bellevue, Nebraska. The study area may extend north and south along intersecting streams, streets, and highways as necessary to understand project impacts.

5. FUNDING TYPE: STP BR HSIP TA STBG-MAPA

6. ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)

	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
7. PE Phase	2024					
a. PE		100,000.00	25,000.00			125,000.00
b. NEPA						0.00
c. Final Design						0.00
d. RC						0.00
e. NDOT						0.00
PE Subtotal		\$100,000.00	\$25,000.00	\$0.00	\$0.00	\$125,000.00
8. ROW						0.00
9. Utilities						0.00
10. Construction						0.00
11. CE Phase						
a. CE						0.00
b. RC						0.00
c. NDOT						0.00

CE Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12. TOTAL		\$100,000.00	\$25,000.00	\$0.00	\$0.00	\$125,000.00
13. OTHER CONSIDERATIONS						
a. Will special assessments district(s) be used to collect a portion of the required local funding match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
b. Project on One- & Six-Year Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Attach One- and Six-Year Plan Revision or New Plan Documentation.						
c. Does your LPA have a signed ADA Policy and a signed Title VI Nondiscrimination Agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach if not previously submitted.)						
14. DESIGN DETAILS						
	Existing	Proposed	Remarks/Existing Condition			
a. Surface Width						
b. Surface Type						
c. Shoulder Width						
d. Shoulder Type						
15. EXISTING STRUCTURES						
Structure No.	Feature Crossed	Type of Structure	Length	Width	Sufficiency Rating	Proposed Treatment
16. SCHEDULE CONSIDERATIONS (Attach explanations and supporting documentation to this form)						
Is there an expectation that the proposed project will involve any of the following:						
Yes No						
a. ROW Acquisition (including Easements)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Estimated No. of Tracts:			
b. Relocation of Residences or Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Residences	Businesses		
c. Utility Relocation or Adjustment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Gas	<input type="checkbox"/> Water	<input type="checkbox"/> Power	<input type="checkbox"/> Phone <input type="checkbox"/> Other
d. Railroad Involvement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Crossing	<input type="checkbox"/> Parallel	<input type="checkbox"/> Within 50'	
e. New Horizontal Alignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
f. Design Relaxation or Exception	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
g. NDOT Permit to Occupy	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
h. Has ROW already been acquired?	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
i. PE Procurement <input type="checkbox"/> RFP <input type="checkbox"/> Locally Funded <input type="checkbox"/> LPA In-House <input checked="" type="checkbox"/> On-Call			17. TRAFFIC DATA			
j. CE Procurement <input type="checkbox"/> RFP <input type="checkbox"/> NDOT <input type="checkbox"/> On-Call <input type="checkbox"/> LPA In-House <input checked="" type="checkbox"/> N/A			Construction Year ADT			
k. Anticipated NEPA level <input type="checkbox"/> PA <input type="checkbox"/> PCE <input type="checkbox"/> CE <input type="checkbox"/> EA <input type="checkbox"/> EIS			Design Year ADT			
l. Project Scheduling Template:			% Trucks			
18. ADDITIONAL REMARKS OR COMMENTS BY LPA						
<i>(Attach as needed)</i>						
19. SIGNATURES						
Requested by LPA Responsible Charge/Project Liaison: <i>Matthew [Signature]</i>					Date: <i>3/4/2024</i>	
Approved by MPO (if applicable): <i>Carlos Morales</i>					Date: <i>3/5/2024</i>	
Approved by NDOT Local Projects Unit Head: <i>Jenna Habegger</i>					Date: <i>3/6/24</i>	
Approved by NDOT Local Projects Engineer: <i>Soula, Jeffrey</i>					Date:	

Approved by NDOT Local Assistance Division Manager: 	Date: 7/11/2024
Approved by NDOT Program Management Engineer: 	Date: 7/15/24






This is not a contractual agreement.

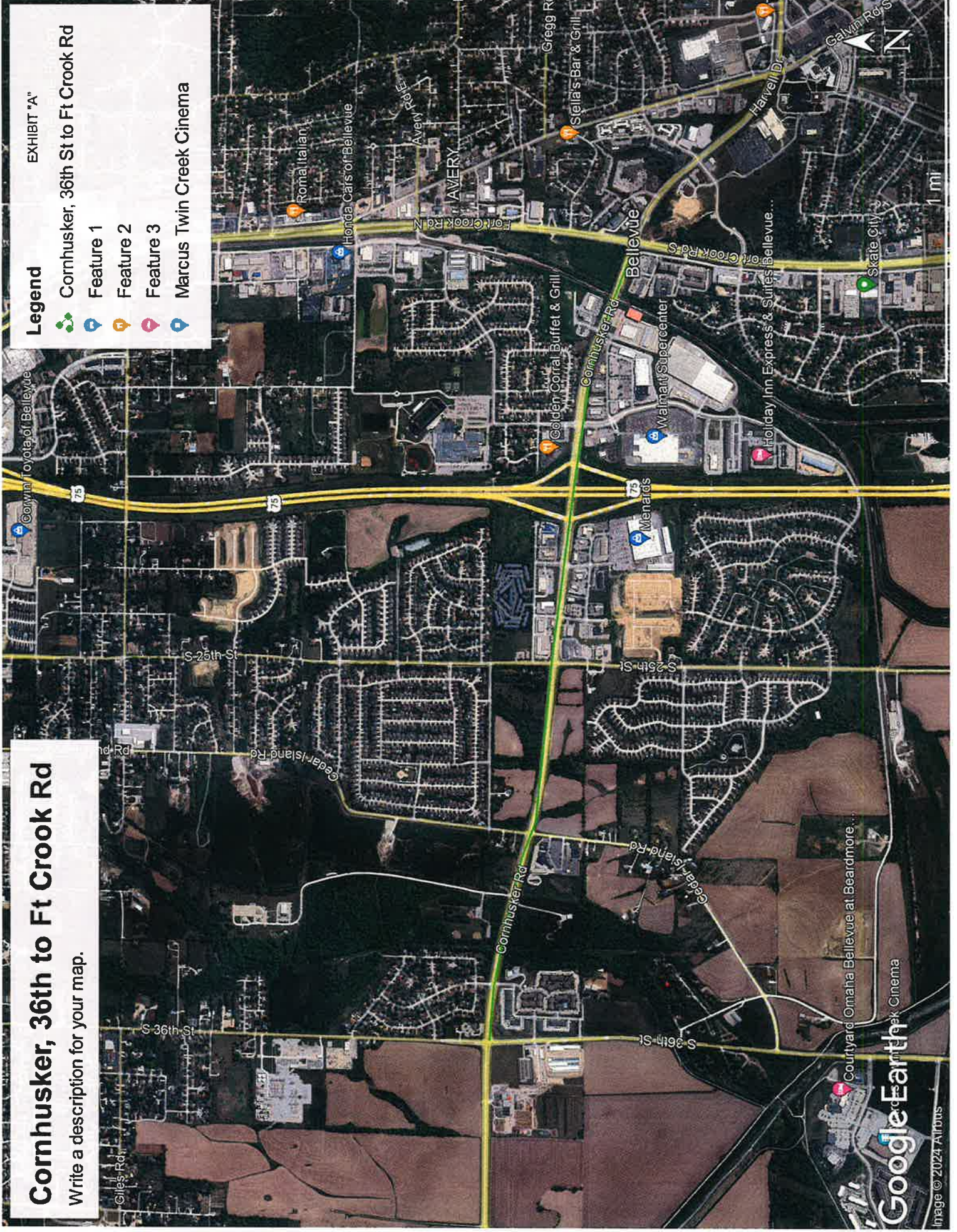
Cornhusker, 36th St to Ft Crook Rd

Write a description for your map.

Legend

EXHIBIT "A"

-  Cornhusker, 36th St to Ft Crook Rd
-  Feature 1
-  Feature 2
-  Feature 3
-  Marcus Twin Creek Cinema



**DISCLAIMER APPLICABLE TO
THE SIGNING OF THE PROJECT PROGRAM AGREEMENT**

The following is a resolution drafted by the Nebraska Department of Transportation (NDOT) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOT, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOT LPA Guidelines Manual for Federal-aid Projects.

RESOLUTION

SIGNING OF PROJECT PROGRAM AGREEMENT – BL2408

City of Bellevue

Resolution No. 2024-26

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Nebraska Department of Transportation (NDOT). wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and NDOT.

NDOT Project Number: MAPA-77(73)

NDOT Control Number: 22968

NDOT Project Description: Cornhusker Rd, 36th to Ft Crook

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City Council of City of Bellevue, Nebraska

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
9/3/2024

COUNCIL MEETING DATE: 09/06/24		SUBMITTED BY: Chief Clary	
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:

DRE State Training Coordinator Contract

SYNOPSIS/BACKGROUND:

This is a renewal of the existing contract between the Nebraska Department of Transportation Highway Safety Office and the Bellevue Police Department to provide for overtime funding for Lt. Joe Milos to fill the role of Drug Recognition Expert Training Coordinator.

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:

Recommending that Mayor Hike signs the contract with NDOT

ATTACHMENTS:

1. <input type="text" value="Contract"/>	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:

DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos. Collectively referred to as “the parties.”

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. Lt. Milos will be the DRE and SFST State Training Coordinator for the period from October 1, 2024, to September 30, 2025, and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Lt. Milos’ hourly wages are \$55.88 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 20 hours per month to carry out the below listed duties at \$83.82 an hour. During this contract period, wages may change due to updates in bargaining contracts at the city of Bellevue. Lt. Milos will continue to be paid up to 20 hours per month at the current overtime wage at the time the work is accomplished. Lt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the IACP/IDTS Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for twelve (12) months and shall begin October 1, 2024, and expire September 30th, 2025. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.

Entire Agreement: This Contract constitutes the entire agreement between the parties as to the subject matter hereof and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

By: _____ Date _____
William J. Kovarik, Administrator NDOT-HSO

CITY OF BELLEVUE, NEBRASKA

By: _____ Date _____
Rusty Hike, Bellevue Mayor

By:  _____ Date 8/26/24
Kenneth Clary, Bellevue Police Chief

By: _____ Date _____
Lieutenant Joseph W. Milos

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/3/2024

COUNCIL MEETING DATE: September 3, 2024		SUBMITTED BY: Administration	
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:

U.S. Department of Transportation Federal Aviation Administration Lease

SYNOPSIS/BACKGROUND:

The U.S. Department of Transportation Federal Aviation Administration ("FAA") seeks a subsurface utility easement from the City to support the FAA's airport surveillance radar located on the St. Columban's Foreign Mission Society's property for a term of 20 years

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 FAA Lease

ATTACHMENTS:

1. <input type="text" value="Lease"/>	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:



OFF AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF BELLEVUE, NEBRASKA

FAA CONTRACT NO: 697DCM-24-L-00025

ATID/FACILITY TYPE: OMA/ASR SUBSURFACE UTILITY EASEMENT

LOCATION: BELLEVUE, NEBRASKA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between the City of Bellevue, Nebraska hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Lease No. DTFACE-05-L-00037 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Description of Premises (09/2021) 6.1.4-3** This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of:

AIRPORT SURVEILLANCE RADAR SUBSURFACE UTILITY EASEMENT

A subsurface utility easement starting from a point, hereinafter to be known as Sta. 24+00, located approximately 20 feet North of the Southwest corner of the St. Columban's Foreign Mission Society's property, and is 223.3 feet South and 554.0 feet East of the West ¼ corner of Section 36, T-14-N, R-13-E of the 6th P.M., Sarpy County Nebraska, proceed S 13°-45'-15" W, 23.5 feet to a stake; thence S 0°-29'-15" W, 251.8 feet to a stake; thence S 13°-50'-15" W, 56.9 feet to a stake; thence S 75°-29'-15" W, 132.0 feet to a stake; thence S 11°-24'-15" E, 331.2 feet to a stake; thence S 0°-48'-45" W, 368.3 feet to a stake; thence S 2°-42'-15" E, 308.5 feet to a stake; thence S 0°-42'-45" E, 375.0 feet to a stake; thence S 89°-17'-15" W 65.6 feet to a point in the East property line fence of Offutt Air Force Base.

All bearings are true and are based on a Polaris observation taken August 7, 1963.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2024, and continuing through September 30, 2044, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (No-Cost) (09/2021) 6.2.4-4**
The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of the facilities upon the premises.
10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice

specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
- ii. acts of the public enemy,
- iii. acts of the Government in either its sovereign or contractual capacity,
- iv. pandemic, epidemic, or quarantine restrictions,
- v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
- ii. the conditions of the property prevent performance;
- iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
- iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. Binding Effect (09/2021) 6.2.6 The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. Holdover (07/2023) 6.2.12 If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

14. RE Clauses Incorporated by Reference (09/2021) 6.3.0 This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. Officials Not To Benefit (09/2021) 6.3.0-2

B. Assignment of Claims (09/2021) 6.3.0-3

C. Contracting Officer's Representative (09/2021) 6.3.0-4
D. Contingent Fees (09/2021) 6.3.0-5

15. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
16. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
17. **Changes (07/2023) 6.3.8**
- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
- i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
- B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
- i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
- C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.
- D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
- E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.
18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment

installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
21. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
 - A. type of interference,
 - B. the commencement date of the interference, and
 - C. the root cause of the interference.
22. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
23. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
24. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
25. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
26. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

27. Contract Disputes (09/2021) 6.3.39

- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- C. Contract disputes are to be in writing and shall contain:
- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or
ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor

(excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

28. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter, and 5 feet in length shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

29. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest

(OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

30. Hazardous Substance Contamination (09/2021) 6.8.1 The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

31. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

32. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

(1) The offeror represents that it _____ does, X does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, X does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

33. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision- If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

- (1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

34. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Bellevue, Nebraska
1500 Wall Street
Bellevue, NE 68005

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

35. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF BELLEVUE, NEBRASKA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Rusty Hike
Mayor

By: _____
Amanda J. Ramos
Real Estate Contracting Officer

Date: _____

Date: _____

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that Rusty Hike, who signed this instrument on behalf of the City of Bellevue, Nebraska is in fact authorized to sign on behalf of the City of Bellevue, Nebraska by authority of its governing resolution, and is within the scope of its powers.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this, the _____ day of _____, 202_, before me, _____, the undersigned Notary Public, personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that they executed the same for the purposes therein contained.

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

On this, the _____ day of _____, 2024, before me, _____, the undersigned Notary Public, personally appeared, **Amanda J. Ramos**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that they executed the same for the purposes therein contained.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
9/3/2024

COUNCIL MEETING DATE: September 3, 2024		SUBMITTED BY: Dave Goedeken- Public Works 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:

Emergency Roof Replace at District #4 Fire Station at 13501 S 25th Street

SYNOPSIS/BACKGROUND:

KenBrook Roofing Inc. to remove and replace roof at 13501 S 25th Street with new asphalt shingle roof system. Weather proof materials. Kenbrook the lowest reponsible bidder at \$49,000 and White Castle Roofing at \$49,790.

FISCAL IMPACT: \$49,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Emergency Replacement of Roof-District #4 Fire Station 13501 S 25th Street

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: 10-13 ACCOUNT NUMBER: 6303

RECOMMENDATION:

Approve and authorize the Mayor to sign the Replacement Scope of work proposal at 13501 S 25th Street not to exceed \$49,000.

ATTACHMENTS:

1. Scope of Work
2. Proposal-Bid
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

KenBrooke Roofing Inc.

4505 South 139th Street

Omaha, NE 68137

Phone: 402-510-7941

Fax:

Email: jim.upah@kenbrookerroofing.com

KenBrooke Roofing

DATE: August 14, 2024

PROJECT:

Bellevue Fire Department District 4 Station

13501 S 25th Street

Bellevue, NE 68123

OWNER/OWNER REPRESENTATIVE:

City of Bellevue Nebraska

1500 Wall Street

Bellevue, NE 68005

ATTN: Mr. Tracy Niemier

RE: Furnish and install new asphalt shingle roof system.

SCOPE OF WORK

Provide all labor, materials, tools, and equipment necessary to complete the installation of a complete asphalt shingle re- roof as specified herein and in accordance with the manufacturer's most current published specifications and details.

1. Tear-off existing asphalt shingle roof system down to wood deck and properly dispose of it.
2. Visually inspect existing roof deck.
3. Roofing Underlayment nailed to wood deck.
4. Ice & Water Shield at eaves and valleys.
5. Atlas shingle starter row.
6. Atlas Pinnacle Pristine (Weathered Wood) asphalt shingle.
7. Atlas (Weathered Wood) Hips and Ridges.
8. Flashing of all roof penetrations.
9. Valley metal.
10. Gutter apron.
11. Rake metal.
12. Provide installer 2-year warranty.

KenBrooke Roofing Inc.
4505 South 139th Street
Omaha, NE 68137
Phone: 402-510-7941
Fax:
Email: jim.upah@kenbrookeroofing.com

KenBrooke Roofing

Total cost of this work:

Forty- Nine Thousand and 00/100

\$ 49,000.00

Clarifications:

- No permit is included in the above price.
- Any deteriorated or bad decking can be replaced for \$100.00 per sheet.
- The existing EPDM lined gutters and downspouts will be untouched and reused. We do recommend relining the internal gutters with membrane. This work is not included in the above price.

Payment to be made as follows:

Balance Due on Completion.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.


Representative of KenBrooke Roofing

Acceptance of this proposal constitutes a binding contract under the laws of the state of Nebraska. Signing authorizes KenBrooke Roofing to perform the work specified. Payments will be made as outlined above.

Signature

Date of
Acceptance: _____

Signature

Built with Trust. Proven by Time.

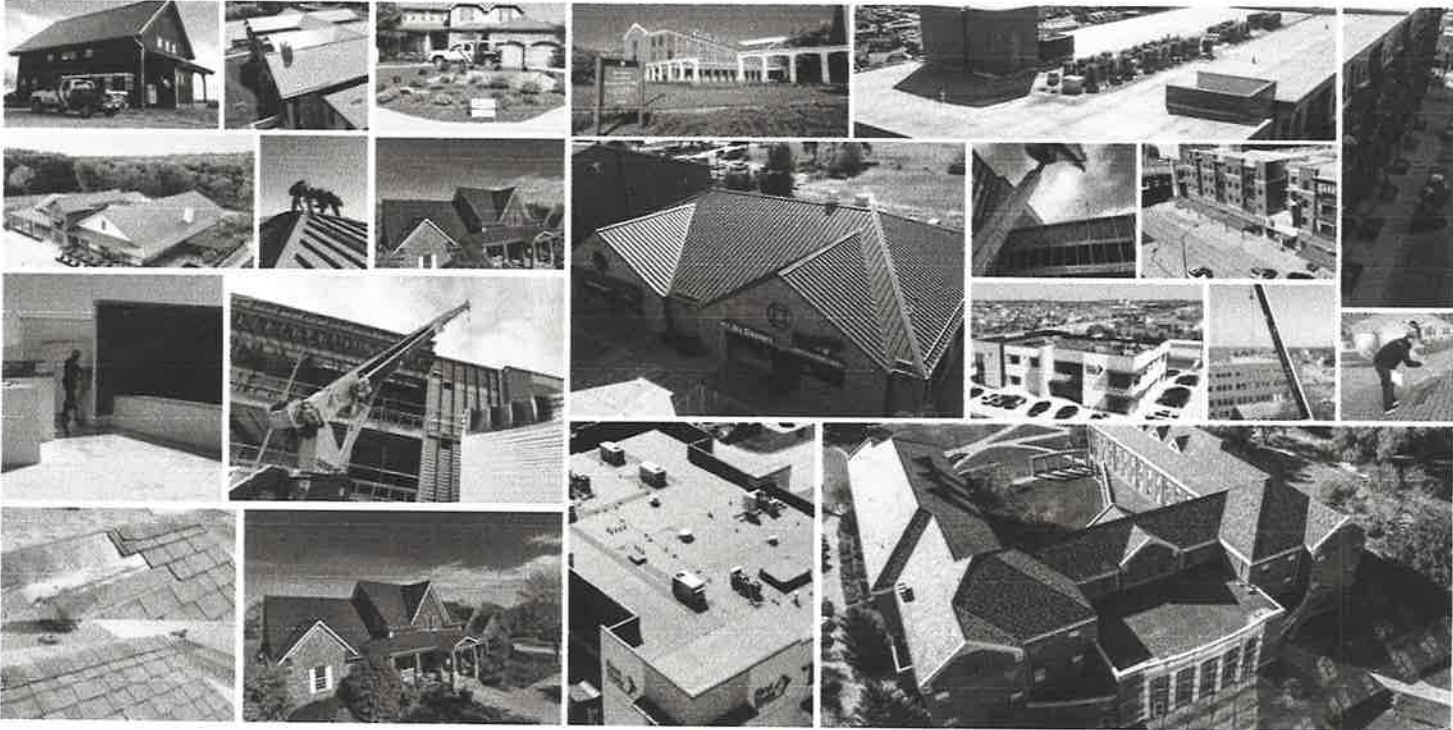
WHITE CASTLE ROOFING



Proposal 13501 South 25th Street

Prepared by
James Schlesiger

Prepared for
Bellevue, District 4, Fire Department



Scope Of Work

Shingles

- **Project Overview:** Install new roof with a new, high-quality roofing system.
- **Removal of Existing Roofing:** Completely remove and properly dispose of the current shingles, underlayment, and edge metals in accordance with local waste management guidelines.
- **Inspection and Repair of Roof Deck:** Upon removal of the existing roof, inspect the condition of the roof deck to identify any areas of rot or damage. Any necessary repairs or replacements will be an additional cost.
- **Installation of Edge Metals:** *All existing edge metals will be salvaged (to the best of our abilities) and reinstalled.*
- **Underlayment Installation:** Apply high-quality underlayment across the entire roof deck. This provides a secondary waterproofing barrier against moisture.
- **Flashing Installation:** Install new flashing at all roof penetrations (including vents, pipe jacks, etc) to prevent water seepage.
- **Shingle Installation:** Install new, premium shingles of your choice.
- **Clean Up:** Conduct a thorough clean-up of the project site upon completion, removing all debris, nails, and unused materials.

Proposed Services

Description
Tear-Off Asphalt Shingle Tear-Off
Shingle Installation Shingle Installation Landmark - Weathered Wood - CertainTeed Hip & Ridge Shadow Ridge - Weathered Wood - CertainTeed Shingle Starter Synthetic Roofing Felt
Edge Flashings Gutter Apron (Includes 2 Rows of Ice Shield) Drip Edge Metal Step Flashing (Re-use / Work Around)
Boots, Vents, etc. Plumbing Boot Ridge Vent
Misc Standard Shingle Set Up

Total Before Selections: \$49,790.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 3, 2024		SUBMITTED BY: Dave Goedecken - Public Works	
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:

Amendment No. 1 - 36th Street, Sheridan Road to Platteview Road Utility Relocation

SYNOPSIS/BACKGROUND:

On January 16, 2024 the City Council approved an agreement with Olsson in the amount of \$68,300.00 to provide limited construction observation on private utility relocations within the 36th Street right-of-way associated with the future 36th Street roadway improvements from Sheridan Road to Platteview Road. Utility relocations have required more time and effort than expected, so Olsson is requesting an amendment for additional observation services.

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:

City Council approve and authorize the Mayor to sign Amendment #1 between the City of Bellevue and Olsson, Inc. in the amount of \$17,018.37, increasing the total not to exceed for the agreement to \$85,318.37.

ATTACHMENTS:

1. <input type="text" value="Amendment #1"/>	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:





LETTER AGREEMENT AMENDMENT #1

Date: August 27, 2024

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated January 11th, 2024, between City of Bellevue (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: 36th Street, Sheridan Road to Platteview Road

Project Description: MAPA-3773(1) 36th Street

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Add to Contract for costs associated with additional labor for Utility Relocations

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

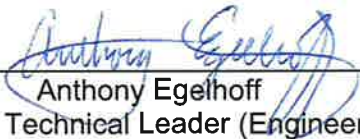
Original Contract	\$68,300.00
Amend #1	\$17,018.37
<u>Total Contract</u>	<u>\$85,318.37</u>

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Anthony Egelhoff
Technical Leader (Engineering)

By 
Marty Weander
CA Manager

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Bellevue

By _____
Signature

Printed Name _____

Title _____

Dated: _____

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

**16e.
9/3/2024**

COUNCIL MEETING DATE: 09/03/2024		SUBMITTED BY: Grant Specialist/ Public Works	
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 and Execute the subaward agreement with the University of Nebraska-Lincoln for the Nebraska Inflation Reduction Act (IRA) grant for the Bellevue Urban Forestry Management and Growth Plan.

SYNOPSIS/BACKGROUND:

The City of Bellevue has been award \$140,000.00 in grant funds through the University of Nebraska-Lincoln from the USDA Forest Service Inflation Reduction Act Funds for community forestry activities. The grant funds will support the Bellevue Urban Forestry Management and Growth Plan which includes the creation of a community forestry plan, complete annual tree plantings over the next three years, and increase community outreach, education, and awareness for tree planting community wide. With approval of the agreement, the City will work with the Nebraska Forest Service and the University to administer the project in line with grant requirements.

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 and execute the Cost Reimbursement Research Subaward Agreement, AD-1048 Certification Regarding Debarment

ATTACHMENTS:

- | | | |
|--|---|--|
| 1. <input type="text" value="Subaward Agreement"/> | 2. <input type="text" value="AD-1048 Certification Regarding Debarment"/> | 3. <input type="text" value="IRA Award Letter"/> |
| 4. <input type="text" value="Grant Application"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment 3B
Subrecipient Contacts

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI:

<i>This section for U.S. Entities:</i>	Zip Code Look-up
Congressional District:	Zip Code+4:

Place of Performance Address

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: Department of Agriculture (USDA)

Pass-Through Entity (PTE):
Brd. of Regents of the Univ. of Nebraska on behalf of the Univ. of Nebraska-Lincoln

Subrecipient:
City of Bellevue

PTE PI: John Erixson

Sub PI: David Goedecken

PTE Federal Award No: 23-DG-11021600-051

Subaward No: 25-6553-0115-003

Project Title: Nebraska Inflation Reduction Act (IRA)

Subaward Period of Performance (Budget Period):
Start: 10/01/2024 End: 09/30/2025

Amount Funded This Action (USD): \$ 103,375.00

Estimated Project Period (if incrementally funded):
Start: 10/01/2024 End: 09/30/2027

Incrementally Estimated Total (USD): \$ 140,000.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification. Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under this Subaward, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:
Name: Suzan Lund Date: _____
Title: Associate Director, Office of Sponsored Programs

By an Authorized Official of Subrecipient:
Name: _____ Date: _____
Title: _____



Attachment 1
Certifications and Assurances

Subaward Number:

25-6553-0115-003

Certification Regarding Lobbying

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

To the extent allowed by law, by signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.



Attachment 2
Federal Award Terms and Conditions

Subaward Number
25-6553-0115-003

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date FAIN CFDA No.
08/10/23 23-DG-11021600-051 10.727

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title
Inflation Reduction Act Urban & Community Forestry Program

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>

2. Reserved and 2 CFR 400

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://nifa.usda.gov/regulations-and-guidelines>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Financial Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in the Subaward.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms



Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
25-6553-0115-003

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email: Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

102F Forestry Hall (FORS)
1800 N 37th Street
Lincoln NE 68583-0815

Administrative Address:

151 Prem S. Paul Research Center at Whittier School
2200 Vine Street
Lincoln NE 68583-0861

Invoice Address:

151 Prem S. Paul Research Center at Whittier School
2200 Vine Street
Lincoln NE 68583-0861



Attachment 3B
Subrecipient Contacts

Subaward Number:
25-6553-0115-003

Subrecipient Information for FFATA reporting

Entity's UEI Name:

EIN No.: Institution Type:

UEI: Currently registered in SAM.gov: Yes No

Parent UEI: Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Place of Performance Address **This section for U.S. Entities:** Zip Code [Look-up](#)

Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:



Attachment 3B-2
Highest Compensated Officers

Subaward Number:
25-6553-0115-003

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:



Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

25-6553-0115-003

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's [] within [] days of of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's []
- Annual technical / progress reports will be submitted within [] days prior to the end of each budget period to the PTE's []. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's [] within [] days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's [Principal Investigator] in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's [] [] days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's [] within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: []
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

- 1. INVOICES
 - A. Email invoices and detail to the financial contact as per Attachment 3A
 - B. Included with the invoice shall be a detailed itemization of expenditures produced from Subrecipient's accounting system. The itemization shall include, at a minimum, names/amounts of persons paid from this award, vendor payee name, date of payment, item description and amount.
 - C. Personnel detail must be provided either from Subrecipient's accounting system or via the attached Personnel Cost Template
 - D. Include Uniform Guidance Certification statement with signature
- 2. CLOSE-OUT
 - A. Complete attached Subaward Agreement Close-Out form and email to financial contact



Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

25-6553-0115-003

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> % Rate Type: <input type="text"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
--	--

Budget Details Below Attached, pages

Budget Totals

Direct Costs	\$ <input type="text" value="103,375.00"/>
Indirect Costs	\$ <input type="text"/>
Total Costs	\$ <input type="text" value="103,375.00"/>

All amounts are in United States Dollars



Attachment 6

Notice of Award (NOA) and any additional documents



The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



~~Not incorporating the NOA or any additional documentation to this Subaward.~~

Subaward Agreement Close-Out Requirements

The University of Nebraska-Lincoln requires subrecipients to submit a list of equipment purchased, a copy of your invention disclosure report, final invoice for the agreement and a signed copy of this form. Final invoice will not be processed for payment until all close-out documentation has been received.

Subaward agreement #: _____

Subrecipient: _____

Please check all that apply:

Final invoice has been emailed including a system generated report as back-up documentation.

There are NO outstanding claims against this subaward agreement. (No further claims will be honored after this block has been checked and this form has been signed and returned to the University of Nebraska-Lincoln.)

Only the amount included in the Final Invoice \$ _____ is due. When the FINAL invoice is paid by the University of Nebraska-Lincoln, there will be no further claims against this subaward agreement.

Required cost share has been met and reported

Patents and/or inventions are pending. Please see attached documentation.

NO patents or inventions to report under this subaward agreement.

Technical report completed and mailed to UNL-PI on this date: _____

Neither government furnished equipment nor equipment purchased with money from this subaward agreement to be reported. (*University's definition of Equipment is an article of nonexpendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit*)

Equipment purchased: (Please attach additional sheet if necessary)

Include Description, S/N, Acquisition Date, Location, Condition and Cost.

I hereby certify the above information is correct and in accordance with the terms of the subaward agreement. Subrecipient does hereby remise, release, and discharge the University, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subaward agreement.

Signature (Subrecipient's Authorized Representative)

Date

Printed Name

Title

Please email the completed form to the financial contact per Attachment 3A included with the subaward agreement.

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11021600-051
Between
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION
STATE, PRIVATE, AND TRIBAL FORESTRY**

Project Title: 2023 Inflation Reduction Act Urban & Community Forestry

Upon execution of this document, an award to Board of Regents of the University of Nebraska, hereinafter referred to as “UNL,” in the amount of **\$1,875,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry. UNL accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 06/13/2023, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will be directed to disadvantaged communities.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.R2sptfgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. UNL shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Christina Hoyt 101D Forestry Hall Lincoln, NE 68583-0861 Telephone: 402-472-5049 Email: choyt2@unl.edu	Katie Reinmiller, Finance/Grants University of Nebraska-Lincoln Natural Resources Business Center 3310 Holdrege St., 237F HARH Lincoln, NE 68583-0972 Telephone: 402-472-8734 Email: kreinmiller2@unl.edu

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Sherry Fountain 1617 Cole Boulevard, Building 17 Lakewood, CO 80401-3305 Email: sherry.fountain@usda.gov	Ryan Elikan 1617 Cole Boulevard, Building 17 Lakewood, CO 80401-3305 Email: Ryan.elikan@usda.gov

- C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). UNL shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- D. ADVANCED AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advanced and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance

payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	US Forest Service program contacts listed above and sm.fs.r2sptfgrants@usda.gov

- E. INDIRECT COST RATES. UNL has elected to not assess indirect against this award
- F. PRIOR WRITTEN APPROVAL. UNL shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **06/30/2028** This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



08/02/23 | 14:31 CDT

MICHAEL ZELENY, Vice Chancellor
Business and Finance
University of Nebraska-Lincoln

Date

SYLVIA BIERMAN, Director
State, Private, and Tribal Forestry
U.S. Forest Service, Rocky Mountain Region

Date

The authority and the format of this award have been reviewed and approved for signature.

LYNNE SHOLTY

Digitally signed by LYNNE
SHOLTY
Date: 2023.08.02 09:27:11 -06'00'

LYNNE SHOLTY
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, UNL a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to UNL for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by UNL or any third party.
- C. NOTICES. Any notice given by the Forest Service or UNL will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To UNL, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later

than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

UNL shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final performance report shall be submitted either with UNL's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. UNL shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for UNL to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify UNL when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of UNL's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. UNL is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

UNL may call on Forest Service's Office of Communication for advice regarding public notices. UNL is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. UNL shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. UNL shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
“This institution is an equal opportunity provider.”

N. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish UNL a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, UNL appeal(s) the decision to the Forest Service's Director, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Director, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPTF, UNL shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPTF is final.
5. The final decision by the Director, SPTF does not preclude UNL from pursuing remedies available under the law.

O. AWARD CLOSEOUT. UNL must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to UNL must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

Q. DEBARMENT AND SUSPENSION. UNL shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should UNL or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the

exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

1. UNL agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions UNL will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify UNL in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. UNL agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. UNL agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after UNL learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, UNL must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. UNL shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). UNL shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

W. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs

when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

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IRA Supplemental Agreement

For their part, the project sponsor agrees to the following conditions:

1. The project application and all associated notifications from NFS are hereby considered a part of this agreement.
2. No match is required and a match waived under this grant will be passed on to sub-recipients.
3. The project shall be implemented according to the scope of work and budget submitted to and approved in advance by NFS prior to the execution of this agreement. Changes to the scope of work and/or budget must be approved in advance by NFS and NFS will approve the change in writing.
 - a. Communities will address management needs appropriate to their local situation within their scope of work. Allowable activities under IRA include:
 - i. Inventories and management plans
 - ii. Address the backlog of the over-mature canopy, at-risk trees, and ash trees through removals.
 1. Remove dead and diseased or structurally unsound trees on Public ROW and parks.
 2. Low-moderate income at-risk tree removal programs (private property)
 3. Wood waste grinding and stump removal from removal activities
 - iii. Plant the next generation of trees to replace the canopy and mitigate heat.
 - iv. Replace trees removed on a one-to-one ratio in the same or nearby locations and plant new trees throughout the community.
 - v. Young-tree establishment and structural pruning
 - vi. Improve the care of existing trees to preserve the canopy.
 - vii. Pruning programs to help retain the benefits of existing trees
 - viii. EAB treatments carried out under an EAB Response Plan
 - ix. Create space in highly paved areas and plant trees to improve environmental and human health.
 - x. Targeted area depaving and tree planting activities annually in areas that are currently lacking greenspace and where heat and human health are factors
 - xi. Address urban wood utilization
 - xii. Create urban food forests
 - xiii. Build capacity to carry out the above activities.
4. IRA will require bi-annual reporting. Please take photos of your project and track metrics. **All work and expenditures must be tracked to the level of designated disadvantaged tracts.**
5. Signage: No outdoor signs will be required; however, USFS will provide a QR code to download a sign to be placed within a public building.
6. **100% of the work funded out of this grant will serve disadvantaged/partially disadvantaged communities.**
7. **Compliance for Determining Disadvantage Communities:**
 - a. USFS has provided the following guidelines for determining disadvantaged communities.

- i. Does the scope of work deliver 100% of the funding/program benefits to disadvantaged communities as defined by the [EPA IRA Disadvantage Communities?](#)
 1. The EPA IRA Disadvantage Communities map includes:
 - a. Any census tract that is included as disadvantaged in [CEJST](#),
 - b. Any census block group at or above the 90th percentile for any of [EJScreen's](#) Supplemental Indexes when compared to the nation or state, and/or
 - c. Any geographic area within Tribal lands, as included in [EJScreen](#)
 - d. *If yes, continue with project as proposed or scale down as necessary. If no,*
 - ii. Does the scope of work deliver 100% of the funding/program benefits to communities with census block groups at or above the 80th percentile for any of [EJScreen's](#) Supplemental Indexes when compared to the nation or state?
If yes, continue with the project as proposed or scale down as necessary.
 - b. **NFS has created an online [tool](#) that combines the above USFS compliance guidance in one easy-to-use map.** Nebraska projects shall utilize this tool to ensure compliance.
8. NFS may inspect all completed projects within 30 days of receiving a notification from the UNL Office of Sponsored Programs asking NFS to certify a project. The Project Sponsor agrees to correct all significant deficiencies noted in the inspection. Reimbursement may be withheld if deficiencies are not corrected at the discretion of NFS.
9. Federal funds fund this project, and as such, projects must conform to all applicable local, state, and federal laws and regulations, including those regarding bidding practices. IRA is a federally funded program, and the Code of Federal Regulations § [2 CFR 200](#) should be followed.
 - a. By signing this agreement, the Project Sponsor Authorized Official, to the best of their knowledge and belief that neither the Project Sponsor or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. The Project Sponsor is hereby notified that they are required to: Inform their employees on any federal award that they are subject to the whistleblower rights and remedies; inform their employees in writing of employee whistleblower protections under §41 U.S.C. 4712 in the pre-dominant native language of the workforce; and include such requirements in any agreement made with a subcontractor.
 - c. By Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
 - d. All documents associated with the award must be retained for three years from the date of the final expenditure report.
10. **Allowable Expenses:**
 - a. Supply purchase should include consumable items (ex: hoses, shovels, staking, tree protection, mulch, chainsaws, printing costs for educational materials, drip-irrigation for

- the watering of trees, outreach expenses, or an item under 5k in value (for one item or parts to create an item) such as a water tank.
- b. Cost of trees
 - c. Contracting costs for tree planting, tree care, tree removal, tree inspection, tree pruning, inventory, or management plan development.
 - d. Equipment rental to perform project objectives.
 - e. Salary/benefits for staff that are directly performing project work to carry out project activities.
 - f. Minor pavement removals (example: expand the size of a tree pit.)
 - g. Other expenses as pre-approved in writing by NFS to ensure federal program compliance.
 - h. Community administrative costs will not exceed 20% of their subaward.
 - i. **Types of costs that are unallowable** (never allowed): Equipment; Construction; In-ground irrigation systems for watering turf/non-tree components or major plumbing expenses; Food and Alcoholic beverages; Bad debts; Contingencies; Contributions and donations; Entertainment; Fines and penalties; Compensation for property destroyed or damaged; Fundraising; Interest and other financing costs; Loan for promised work not yet completed.
11. If planning to work on private property, you must maximize the likelihood of tree establishment and long-term survival of any trees planted, ensure landowners are aware of and give permission/access for work on their property, and include a statement that releases the federal government, the University of Nebraska and the Nebraska Forest Service from any liability associated with work completed on private property. No payments can be made from the Project Sponsor directly to a private landowner. Project Sponsors may pay vendors directly for services provided to the private landowner (for example, tree removal or the purchase of a tree). The Project Sponsor is responsible for ensuring and certifying that the work was completed.
- a. Tree giveaway programs should limit planting to the front yard (not the back yard) or ROW.
 - b. Work done on private property should follow the guidelines for removals and tree planting within this document.
 - c. If the private property work includes the removal of a hazard tree or ash tree, then the tree planting can take place any place on the property so that tree benefits are replaced.
12. All projects are expected to comply with local bidding ordinances and requirements (ordinances or requirements of the governmental unit or sponsoring authority responsible for the project). However, it is not the intent of the NFS that the lowest bid be automatically accepted, but rather that the lowest responsible bid is accepted. Bids shall be carefully evaluated considering nursery standards, arboriculture standards, project specifications, and plant material requirements. Suppose the local governmental unit or sponsoring authority is required to accept only the lowest bid. In that case, NFS shall be allowed to review all bids to determine whether the lowest bid is responsible and acceptable. If such a bid is unacceptable, the bidding process will be redone. All contracting must follow local, state, and federal law as applicable.
13. The Project Sponsor agrees to ongoing project maintenance for at least ten years from the end of the grant.
14. The project will follow all design, purchasing, planting, and care guidelines in the *Project Design, Planting, and Care Requirements*.

15. Tree planting is allowed under the program:
- a. Nurseries contracted as part of the project must be licensed by the Nebraska Department of Agriculture. <https://nda.nebraska.gov/plant/entomology/nursery/index.html>
 - b. It is suggested that all plant material planted on public property be guaranteed for at least one year from the planting date.
 - c. Plant lists shall be submitted to NFS for approval and No plant substitutions shall be allowed without the permission and approval of NFS.
 - d. Plant material can be obtained from more than one plant contractor.
 - e. The size of plant material allowed is as follows:
 - i. Deciduous Trees Specifications: ½" to 1 ½" trunk caliper measured at 12" above the ground.
 - ii. Evergreen Trees Specifications: 3 to 6 feet tall.
 - iii. Spade dug tree specifications: at least 24" of spade width is required for each 1" of trunk caliper.
 - iv. Balled and burlapped (B&B) specifications: at least 18" of soil ball is required for each 1" caliper of trunk. All baskets and burlap must be removed entirely before planting or to a depth of at least 12" in the hole after planting.
 - v. Bare root trees must be stored and transported correctly to avoid drying out their roots.
 - f. Ineligible species:
 - i. Because of the threat of emerald ash borer, native ash species including green ash (*Fraxinus pennsylvanica*), white ash (*F. americana*), black ash (*F. nigra*) and blue ash (*F. quadrangulata*) shall not be planted in the project.
 - ii. Because of the invasive nature of callery pear (*Pyrus calleryana*, including, but not limited to Cleveland select and Chanticleer varieties), it shall not be planted in the project.
 - iii. Because of the spread of pine wilt disease, Scotch pines (*Pinus sylvestris*) shall not be planted in the project.
 - iv. Siberian elm, Amur maple, Russian olive, tamarack, Freeman maple, including 'Autumn Blaze' maple are not allowed.
 - g. NFS retains the right to reject overused or other problematic species or cultivars proposed for use in the grant project.
 - h. Planting may not occur during July and August unless NFS grants written permission.
 - i. All plants installed in the project shall follow the specifications detailed in the American Standard Nursery Stock ANSI Z60. 1, including height, caliper, and volume measurements as applicable.
 - j. All newly planted trees should be watered regularly for the first three years. Reasonable costs for drip irrigation, watering bags, and water tanks are allowable costs and should be employed.
16. Removal of Hazard or At-Risk Trees is allowed under the program.
- a. Hazard or At-Risk trees for removal must be designated by 1) qualified employees of the local government (holding Nebraska Arborist Association (NAA) or International Society Arboriculture (ISA) certification) OR 2) NFS TRAQ Qualified staff OR 3) an independent ISA

TRAQ Qualified arborist that is not performing the contracted tree removal work. *A list of tree removal locations must be provided to NFS.*

- b. Ash trees may be removed under the program in communities within 15 miles of confirmed EAB finds. If a community does not have an EAB response plan the community should develop an EAB Response Plan (template available from NFS) before embarking on ash tree removals. It is suggested that EAB removals are spread out over time to reduce the impact of tree removal.
- c. Tree removals (when approved as a part of the project) shall be done by qualified commercial arborists (Nebraska Arborist Association, International Society of Arboriculture certified or licensed by the municipality where the project resides). Commercial arborists shall provide proof of current liability insurance, including workers' compensation, to the project sponsor. Commercial arborists shall also meet all requirements provided for by local ordinances.
- d. Replacement Trees must be planted in the area or nearby area where the tree was removed. A minimum 1:1 replacement is required. *A list of tree replacement locations must be provided to NFS.*
- e. All contractors providing tree removal work must follow ANSI A300 standards and ANSI Z133 Safety Standards.
- f. Tree removals must follow federal law regarding migratory birds and endangered species. It is highly recommended removals are avoided between April 1st and July 31st unless the tree is deemed hazardous.

17. Tree pruning work is allowed under the program:

- a. All contractors providing pruning and removal work must follow ANSI A300 standards and ANSI Z133 Safety Standard.
- b. All contractors providing pruning work must have a Nebraska Arborist Association certification or International Society of Arboriculture certification. Arborists shall provide proof of current liability insurance, including workers' compensation, to the project sponsor. Commercial arborists shall also meet all requirements provided for by local ordinances.
- c. Pruning should follow ANSI 300 and ANSI Z133 Safety Standard. Pruning should be performed with a clear objective of safety and tree health. Pruning should improve the structure of the tree (young tree training), and for mature trees removing dead, diseased, or compromised branches. Low-level dead could be left to benefit wildlife, particularly in low-target areas.
 - i. Do not remove more the 20 percent of live branches from the crown at one time.
 - ii. Pruning cuts shall not damage branch bark and branch collars.
 - iii. If raising is a pruning objective for public safety, at least 2/3 of the live crown should remain.
 - iv. In general, pruning cuts are made at a lateral branch that is one-third the diameter of the stem being removed.
- d. Topping and lion-tailing are not approved tree pruning practices.

18. Inventory work and management plan development is allowed under the program:

- a. Inventory and Management Plans can be funded with IRA funds if these activities feature robust engagement, participation, and leadership from disadvantaged areas of communities. Management plan goals and benefits must include a focus on disadvantaged communities. Management plans may address the entire community.
 - b. Inventories must include species, location, DBH, and condition class. It is recommended that inventories utilize GIS-based software. Inventories may include the entire community.
 - c. Communities must follow local, state, and federal bidding requirements and NFS may review the bids for reasonable costs.
19. Select green infrastructure practices are eligible under the program.
- a. Examples include pavement removal to expand tree planting areas, suspended pavement (for trees), rain gardens (for tree planting). All green infrastructure practices and expenses should be approved by NFS before implementation or bids. Not all expenses may be eligible for reimbursement.

Your assigned forester for technical assistance /inspections/approvals:

Name: _____ **E-mail:** _____ **Phone:** _____

Project Design, Planting, and Care Requirements

The Nebraska Statewide Arboretum (NSA) has developed the following specifications and guidelines to help grant-funded and other partnership projects achieve success and establish healthy landscapes. **The Nebraska Forest Service (NFS) has adopted these requirements for all NFS IRA grants.**

PROJECT DESIGN AND IMPLEMENTATION

In general, design plans should emphasize sustainable landscape practices including wise species selection and placement that help reduce the need for costly inputs of supplemental water, fertilizers, pesticides, and difficult maintenance practices. NFS will review design plans and/or species lists and offer suggestions for changes.

PLANTING PRACTICES

IRA note: Tree demands over the next five years will be high due to the national implementation of IRA funds. We highly recommend engaging a nursery or arborist at the beginning of the project to make them aware of your needs. Most local nurseries can obtain stock from regional growers or national growers according to your specifications. In addition, you can contract grow with a Nebraska or regional grower or order in bare-root stock.

Landscape planting is most successful when good stock and proper planting methods are used. The following are specifications and guidelines required by the NFS for purchasing and planting the most common types of landscape plant material (trees, shrubs, and herbaceous plants).

Plant Quality Standards

Minimum quality specifications for all nursery grown plants shall be the specifications contained in *American Standard for Nursery Stock*, specifically ANSI Z60.1, as adopted by the American Association of Nurserymen. All plants shall be free of diseases, noxious weeds, and damaging insects. All plants shall be subject to the laws and regulations of the State of Nebraska and shall be identified by plant names approved by NFS.

Projects are strongly encouraged to investigate the source of nursery stock. Stock grown in Nebraska may be best adapted to Nebraska sites. Species selected for planting shall be adaptable to Nebraska, and the NFS reserves the right to approve species selections and sizes. NFS highly recommends that trees originate from nurseries in the north central part of the United States as indicated by Figure 1. All plants shall be packed and shipped from the supplier in a manner that protects the plant against drying, freezing, breaking or other injury.

Bare-root plants shall be packed in moist packing material and bundled to ensure against heat or mold damage. Plants shall be protected against the elements while in transit and shall be thoroughly inspected before acceptance. The project coordinator or individual(s) responsible for ordering plant material shall contact the nursery supplying the order to ensure compliance with these standards.



Figure 1 - Recommended nursery source zone.

Planting Seasons: Spring and fall are the best times to plant most landscape plants in Nebraska. Planting can occur into winter if the ground is workable and plants are properly protected. **Planting should not occur and will not be approved without permission for any time during July and August.** Weather conditions can vary greatly from day-to-day and from year-to-year across Nebraska. Consequently, those coordinating planting projects shall be cognizant of recent weather patterns and be prepared to take the steps necessary to ensure successful transplanting. It is especially important that irrigation be available if the post-planting period is dry. Dry periods are common throughout the growing season in Nebraska, especially during mid to late summer. Planting during extremely wet periods can also be problematic if the planting area cannot be prepared properly, or if water stands around the root zone of transplanted plants for extended periods of time.

Pavement Cut-out Plantings: Trees planted in pavement cut-outs in downtowns, parking lots and medians are exposed to harsh and stressful growing conditions. They are subject to construction soils, compaction, temperature extremes, decreased horizontal root space, and decreased gas exchange and moisture to roots. It has been the experience of the NFS that these plantings have greatly reduced life spans. Any plantings in sites such as those mentioned will require approval. Approval will be based on recommendations for minimum open soil space and will require the use of species that have been shown to be more tolerant of these areas. An engineering plan may be required before approval of any planting in these areas. Planting strips are less stressful than individual cut-outs because they create a larger open space. At least 3 feet of good soil should be added to planting areas after construction and before planting.

Preparing the Planting Site: Before any planting begins, confirm that the soil is suitable for growing the selected plants. For questionable soils, a soil test would be helpful. If the soil is heavy clay or very compacted, the soil should also be tested to ensure that there is adequate drainage. If drainage is poor and the area seasonally wet, wet-tolerant species such as maple, sycamore, baldcypress, and swamp white oak should be considered.

For most soils, amendments to the planting area are not necessary. New construction sites shall have at least 8 inches of top soil present or applied after construction. If soils are heavy clay or very compacted, consider replacing the soil with a good loam soil and/or incorporating composted organic materials to a depth of several inches.

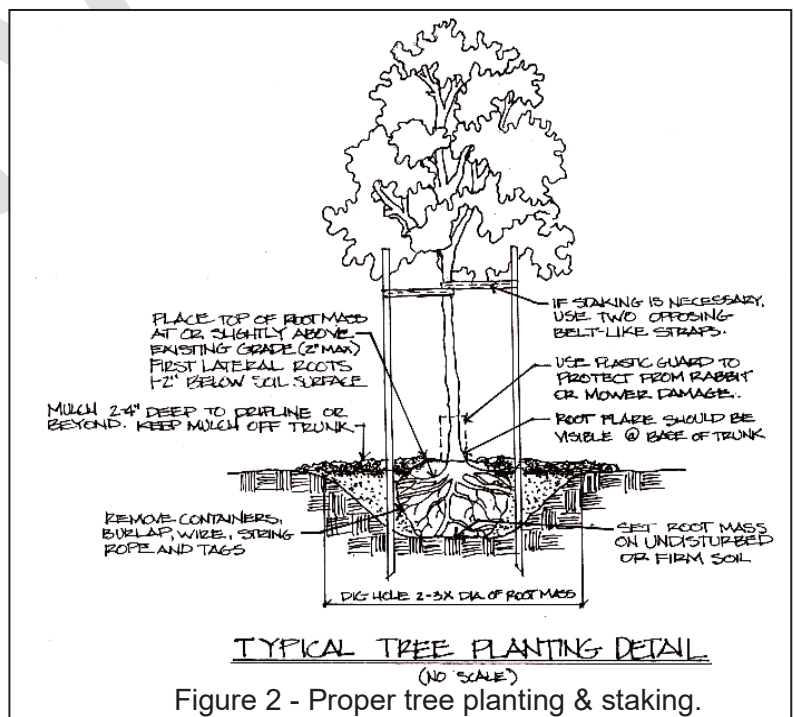
Tree and Shrub Planting: Protect landscape plants when transplanting them by holding and lifting them by the container, basket or ball, not by the trunk. Keep the roots moist but not saturated. If you are not able to plant your tree or shrub immediately after purchase, place them in a cool, shaded area.

Note: Locate all underground utilities before digging.

Planting depth is of critical importance in the long-term health and vigor of a tree. All trees shall be planted at a depth such that the uppermost structural roots are located within the top two inches of the soil surface (see figure 2 – proper tree planting). The root flare (or trunk flare) is the area between the vertical transition of the tree stem and the structural roots and should be visible above grade upon planting. While root flare is somewhat difficult to detect in some young trees, the objective is to ensure that the uppermost two or more structural roots of the young tree are located near the soil surface.

If planting balled and burlapped stock, the wire basket shall be cut, and basket completely removed before planting. Remove burlap and all twine or similar material. Use care in handling the root ball. Part of the burlap can be left on to facilitate lifting the plant into the hole. After the plant is in the hole, the burlap should be cut away to the bottom of the planting hole, or as deep as possible. Shipping labels, wire, tags, wrapping, and staking material shall be removed from the trunk and branches.

For container-grown or containerized plants, examine the roots after removing the pot. Plants shall not be pot bound. Plants with masses of circling roots are not acceptable for planting. Minimally encircled roots shall be straightened out in the planting hole as much as possible. For plants grown in fabric bags, the bag should be cut away and completely removed before planting.



The planting hole should be significantly wider than the root system or root ball and no deeper than the depth of the root system. Score the sides of the hole with shovel, especially in clay soils. Once the plant is in place, use the soil removed from the hole as the back-fill around the roots. When back-filling, water occasionally to remove air pockets. Be careful not to tamp or compact the soil, this can lead to excessive soil compaction and possible root damage. Do not incorporate organic matter, sand, or other material into the back-fill since differences in soil-pore sizes are created which can restrict water movement and root growth between the root ball, planting hole, and surrounding soil.

Mulching: Research has shown that wood chip mulch contributes to the healthy establishment of landscape plants. Mulching conserves moisture, reduces weed competition, insulates roots from heat and cold extremes, helps prevent mower and trimmer damage, and aids in long-term development of good soil structure. Mulching should be considered an ongoing practice that is a part of each year's maintenance routine. Depending on the type of mulch used and weather conditions, most tree and shrub beds shall need to be re-mulched every two to three years. Later applications should not increase the total mulch depth.

Mulch trees and shrubs with a 2-3" deep layer over the root zone. A tree of 1 1/2" caliper should have a mulch ring of 5' diameter or greater. Evergreens should be mulched to beyond the spread of the lowest branches. Mulch shall not be piled up against tree trunks and shall be kept a few inches from the base of the trunk. Mulch plants in massed groupings when possible. Avoid deep layers of mulch which could result in the tree being planted too deep.

Wood chips, shredded or chipped, serve as the best mulches. Be careful with lighter materials such as bark nuggets since they have a tendency to float out of the chip bed during heavy rains. Avoid cypress mulch as it tends to form dense mats and poor growing conditions, and is often harvested from endangered trees. Do not use rock mulches. Rock does not insulate against temperature extremes, and rock absorbs and radiates heat, which can lead to plant desiccation. Do not use black plastic or landscape fabric under the mulch layer. They inhibit proper air and water exchange by the roots.

Staking and Guying of Trees: The purpose of most staking and guying is to prevent a newly planted tree from tipping over in the wind. In Nebraska this practice is often necessary. Excessive movement can dislodge the small, fibrous roots in the soil before they are firmly established. However, many trees are lost because guying materials are not removed or are improperly installed.

Staking is especially important on open, windy, and exposed sites, and sites with high use by people. Staking and guying materials shall be strong enough to provide support, but flexible enough to allow some movement. Guying materials shall have a broad surface at the point of contact with the tree to prevent damage from rubbing. Commercial tree ties and cloth or canvas webbing or straps that are at least 1.5" wide are examples of good guying materials. **Do not use garden hose.** All staking and guying shall be monitored and adjusted as needed to prevent tree damage and girdling. **It shall be removed within one year of installation.** Stakes without guying may be left in the place longer in high use areas if needed to prevent damage from humans, mowers, and other equipment or vehicles.

Wraps and Guards: Tree wraps can be used to protect the tree from damage while it is being transported and planted. Otherwise, trunks should not be wrapped during the growing season. Trunk wrapping may

be desirable on some thin-barked trees such as red maple to prevent winter injury. Consult with NFS staff for recommendations.

Tree trunk damage from rodents, deer, mowers, and weed trimmers can be prevented by using plastic trunk guards. Guards should be monitored regularly and removed before rubbing or girdling problems occur. It is preferable to use guards that allow for air movement. A variety of wire mesh/netting cages can be used to protect shrubs from rabbits in winter.

Watering: All plants should be thoroughly watered at the time of planting. This shall be done by the nursery contracted to do the installation. Supplemental watering is often needed for 1-2 years or more after planting. The amount of watering required will vary with the type of plant, type of soil, time of year, and weather conditions. Avoid over-watering, especially in poorly drained soils.

Newly planted trees and shrubs should receive the equivalent of one inch of rainfall per week during the growing season. It is best to water trees thoroughly and slowly with enough water to fully moisten the root ball. In general, container and B&B plantings require more water at application than do bare root plantings. If rainfall is adequate during the growing season (1 inch per week) supplemental water is not required.

Newly perennials should receive the equivalent of one inch of rainfall per week during the growing season; during the first several weeks after planting watering may be required more frequently. Small perennials have a smaller root space than trees and shrubs and are best established by watering directly at the plant's base. This may be done by hand with a watering wand or by soaker hose. Sprinklers are less effective at delivering the required water to the roots of each plant; if using a sprinkler be diligent about observing plants for signs of stress.

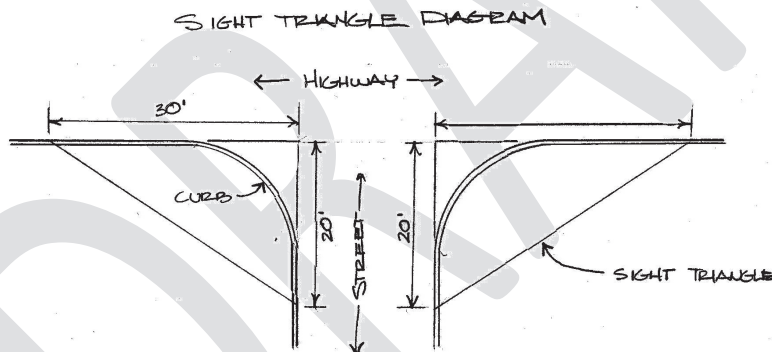
Fertilizing: Most topsoils contain sufficient levels of available nutrients to supply the requirements of newly planted landscape plants, thus fertilization is not needed. Planting species that are tolerant of existing soil conditions will provide the greatest success. In situations where construction has altered the soil, the addition of good topsoil and organic material such as compost may be necessary. Future determination of additional nutrient needs shall be made based on the condition and vitality of the plants and soil sample analysis. The addition of compost to perennial beds, rather than fertilizer, is also best.

Roadside Planting Considerations:

Permission from the proper authority is required before any plant material can be placed on a highway or street right-of-way. The Nebraska Department of Roads recommends that the following general rules be considered when planting along roadways.

1. A lateral obstacle clearance, or clear zone, exists along all roadways. No woody plants or fixed objects can be located in this zone. The clear zone varies depending on the road design and speed limit. Setbacks for some common situations are:
 - Highway in town with curb, speed limit 40 mph or below - all woody plants shall be at least 6 feet from back of curb.
 - Highways in town without curb; speed limit of 40 mph or below - all woody plants shall be at least 10 feet from edge of driving lane.

- Rural highways without curb; any speed limit - all woody plants shall be at least 30 feet from edge of driving lanes.
2. All tree and shrub planting shall allow 10 feet on either side of fire hydrants.
 3. Allow 15 feet from trunk of shade trees to light poles (10 feet for ornamentals).
 4. Trees shall be located at least 20 feet on either side of any overhead utility line unless their natural habit shall keep them under the line.
 5. Shade trees shall be at least 5 feet and ornamentals 10 feet from either side of drives.
 6. Shade trees shall be pruned up to at least 8 feet over sidewalks, more over roadways.
 7. Trees with an appropriate habit shall be selected to reduce branching in driving and walking areas.
 8. Locate all above and below ground utilities before planting. Stay away from buried utility lines.
When planting where storm sewers are located, verify that there is enough depth above the sewer to allow successful planting over them.
 9. Plants shall not interfere with the visibility of any signs.
 10. Shrubs and herbaceous perennials shall be less than 30 inches tall in medians.
 11. Sight triangles, in which nothing over 30 inches tall can be planted, exist at all roadway intersections (including major driveways - see diagram below). The area of the site triangle varies depending on the adjacent highway speed. The diagram below shows a street intersecting a 30 mph highway. Shade trees can be planted with the trunks at the outside edge of the triangle. Ornamental trees shall be planted so no branching extends into the site triangle. Other plant material can be planted in this area but shall be less than 30 inches tall. In general, trees at most street/roadway intersections are to be located 25-30 feet from the adjacent street/ roadway edge (contact your local, county or state governmental agency for specific guidelines).



Urban Forestry Management and Growth Plan - City of Bellevue, Nebraska

OBJECTIVES:

1. Successfully create and implement urban forestry plans building a self-sustaining response for the community trees and parks.
2. Complete annual tree planting in accordance with the completed community forestry plans.
3. Address tree equity and increased urban forest through increase outreach, education, and awareness of the need for tree planting community wide.

DELIVERABLES:

- Complete a Community Forestry Management Plan.
- Development of community education materials.
- Annual tree planting of 100 trees for 2 years for a total of 200 new trees.
- Establish planted trees by ongoing watering, mulching and young tree pruning for the first five years.

OUTCOMES:

- Develop a proactive and efficient tree program that will lead to a decrease in tree maintenance and removal costs by increasing tree health, decreasing hazardous tree situations, and creating a sustainable forestry program.
- Create a community urban forestry plan that will complement the existing Parks Improvement Plan and the tree inventory currently begin updated by the Bellevue Tree Board.
- Bring together representatives of a diverse group of civic, business, social organizations, and residents to identify goals and priorities to maintain and grow our urban forest and tree canopy.

PLAN OF OPERATION:

Program Planning and Development - The City will develop a Community Forestry Management Plan by producing a request for proposals to obtain a qualified consulting firm to provide professional service to develop a master plan including the status of the community urban forest and description of strategies and actions to meet the goals of the plan. The plan will rely on community outreach to educate residents on the importance of urban forest and benefit of a substantial tree canopy; meeting with partners to utilize the knowledge and expertise to ensure the plan address all needs and goals; and obtain input and direction for future projects.

Planting and Maintenance - The City will complete tree planting in locations identified in the Community Forestry Management Plan and are located in the eligible areas identified in the Nebraska Forestry Service map to fill the gaps in areas that would benefit the overall tree canopy. The City will also consult with partners such as the Bellevue Tree Board, Offutt Air Force Base, and Fontenelle Forest on proposed plantings to ensure there will be no negative impacts. The City of Bellevue will issue a request for bids to obtain a contractor that will assist with planting and maintenance of the trees for five years following the planting. The tree planting will take place in the fall to ensure a higher survival rate and the selection of the trees will be based on a list distributed by the Nebraska State Arboretum. The city and its partner organizations will assist with community engagement with education and demonstration project of the importance of urban forestry and health and expansion of our tree.

PARTNERSHIP:

- City of Bellevue Parks Department
- City of Bellevue Tree Board
- Green Bellevue
- Papio-Missouri River Natural Resources District
- Offutt Air Force Base
- Honor and Memorial Chapter of Nebraska

LEVERAGED DOLLARS:

The City of Bellevue will be providing in-kind leverage assistance through the administration of the grant funded activities

IRA RFP - City of Bellevue Urban Forestry Management and Growth Plan					
Financials	Description	Year 1	Year 2	Year 3	Total
Supplies	Community Outreach material	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 5,000.00
Contractual	Community Forestry Plan	\$ 99,375.00			\$ 99,375.00
	Annual Tree Planting		\$ 16,875.00	\$ 18,750.00	\$ 35,625.00
TOTAL		\$ 103,375.00	\$ 17,375.00	\$ 19,250.00	\$ 140,000.00

IRA Budget Justification
City of Bellevue Urban Forestry Management and Growth Plan

a. Contractual

Community Forestry Plan - \$99,375.00

Obtain an experienced consultant to complete the community forestry plan and the tree inventory as needed.

Annual Tree Planting – \$35,625.00

Contractual Services to plant and maintain 100 trees per year for two years including tree, planting labor, supplies, equipment and maintenance for 5 years.

- \$168.75/tree x 100 trees = \$16,875

- \$187.50/tree x 100 trees = \$18,750

If the cost of tree planting and maintenance exceed the budget, the City of Bellevue will cover the additional cost.

b. Supplies

Community Meeting and Outreach Supplies - \$4,000 for first year, \$500 x 2 year = \$5,000.00

Cost includes publication, postage, printing for educational materials for the development of the community forestry plan and for the planting of the urban forest, and annual community outreach materials. First year will include the development of the documents, updated documents and printing will follow for two years.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Nebraska Forest Service
102 Forestry Hall
PO Box 830815
Lincoln, NE 68583-0815

March 12, 2024

c/o Abby Highland
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

The Nebraska Forest Service is pleased to award **the City of Bellevue** with **\$140,000.00** through USDA Forest Service Inflation Reduction Act Funds for community forestry activities.

This award is contingent upon:

1. Please reply to Christina Hoyt, choyt2@unl.edu, by **March 30, 2024**, if you plan to accept the funds.
2. Provide an updated Scope of Work, Budget, and Budget Justification to Christina Hoyt, choyt2@unl.edu, by **April 30, 2024**. NFS will review and approve the revised project to ensure alignment with IRA requirements. NFS will then submit these updated documents to UNL's Office of Sponsored Programs for inclusion in your agreement.
3. Entering into a Subaward Agreement with the University of Nebraska.
4. Please do not begin work until your agreement is executed.
5. The project must be finished, and all final paperwork must be submitted by **September 30, 2027**.

This funding opportunity requires no match. All work must be completed within a geographically disadvantaged area as defined by [Nebraska's IRA map tool](#).

Sincerely,

Christina Hoyt

NFS Bureau Chief, choyt2@unl.edu, 402-472-5049

Urban Forestry Management and Growth Plan - City of Bellevue, Nebraska

OBJECTIVES:

1. Successfully create and implement urban forestry plans building a self-sustaining response for the community trees and parks.
2. Complete annual tree planting in accordance with the completed community forestry plans.
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DELIVERABLES:

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- Green Bellevue
- Papio-Missouri River Natural Resources District
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- Honor and Memorial Chapter of Nebraska

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City of Bellevue Urban Forestry Management and Growth Plan

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Community Forestry Plan - \$99,375.00

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/03/24		SUBMITTED BY: Tammi Palm, Planning 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:

Request to approve the First Amendment to Conditional Use Permit for Lot 1, Roca De Salvacion Addition.
Applicant: Otoniel Garcia. Location: 8802 S. 36th Street.

SYNOPSIS/BACKGROUND:

A Conditional Use Permit was approved for a church facility on Lot 1, Roca De Salvacion Addition, on 10/4/2022. The CUP required the building permit be applied for within 12 months of this date. The applicant did not meet this requirement, rendering the CUP void. He is asking for an extension of this requirement to allow him to submit a building permit and begin construction. Pastor Garcia submitted a letter indicating unforeseen construction costs delayed Phase 1 of the project; however, they are ready to construct at this time.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="First Amendment to Conditional Use Permit"/> | 2. <input type="text" value="Original CUP dated 10/4/2022"/> | 3. <input type="text" value="Letter from Pastor Otoniel Garcia"/> |
| 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:



Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

FIRST AMENDMENT TO CONDITIONAL USE PERMIT

This First Amendment to Conditional Use Permit is made and entered into as of the 3rd day of September, 2024, between the City of Bellevue, Nebraska, a municipal corporation (“City”) and Salvacion/Iglesia (“Applicant”).

RECITALS

WHEREAS, City issued to Applicant that certain Conditional Use Permit (“CUP”) which was approved by the City Council of the City of Bellevue on October 4, 2022; and

WHEREAS, the CUP permitted the Applicant to construct and operate a church facility on property now legally described as Lot 1, Roca De Salvacion Addition; and

WHEREAS, the CUP required a building permit for the construction of Phase I of the church to be initiated within 12 months of the date of its approval; and

WHEREAS, Applicant has failed to initiate the building permit as required rendering the CUP void; and

WHEREAS, Applicant now requests to be permitted to initiate the permit process and construction of Phase I of the church.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, City and Applicant do agree as follows:

1. That paragraph 3.b. of the CUP is amended to read as follows:

A building permit for the construction of Phase I of the church must be initiated within 12 months after the date of the approval of the First Amendment to Conditional Use Permit otherwise such permit shall become void.

2. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by City and Applicant.

3. Except as amended by this Amendment, the CUP shall remain in full force and effect and is hereby ratified and confirmed in all respects.

(Remainder of Page Left Intentionally Blank; Execution Page Follows.)

IN WITNESS WHEREOF, City and Applicant have signed this First Amendment to Conditional Use Permit as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED TO AS FORM:

CITY ATTORNEY

APPLICANT:

Otoniel Garcia for Salvacion/Iglesia

STATE OF NEBRASKA)

)SS:

COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Ryan Petersen signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2024.

Notary Public



2022-29191

11/16/2022 04:03:19 PM

Recording fees paid:

\$46.00

Pages: 7

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: ah

Submitter: OTONIEL & MARIA GARCIA

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005



PER

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, ROCA DE SALVACION ADDITION, LOCATED IN THE NORTHEAST ¼ OF
SECTION 20, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Salvacion/Iglesia

This Conditional Use Permit issued this 4th day of October, 2022 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Salvacion/Iglesia, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Salvacion/Iglesia is the legal owner of Lot 1, Roca De Salvacion Addition, located in the Northeast ¼ of Section 20, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 4.88 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of a church; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
- c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.

3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
- b. A building permit for the construction of Phase I of the church authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
- c. The applicant may operate a church facility on the Property.
- d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
- e. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
- f. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:

- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
- c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its

agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Salvacion/Iglesia
c/o Otoniel Garcia
8806 S. 36th Street
Bellevue, NE 68147

e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.



The City of Bellevue

By: *Rusty Hike*
Rusty Hike, Mayor

ATTEST:

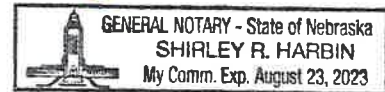
Susan Kluthe
Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this 4th day of October, 2022.

Shirley R. Harbin
Notary Public



Otoniel Garcia

Otoniel Garcia for Salvacion/Iglesia

STATE OF NEBRASKA)
)SS:
COUNTY OF Sarpy)

The undersigned, a notary public qualified in and for said county, does hereby certify that Otoniel Garcia signed the foregoing instrument, acknowledged before me on this day and she executed and delivered said instrument as her voluntary act and deed.

Witness my hand and notarial seal this 7 day of October, 2022.



Krista L. Carlson
Notary Public

Maria Garcia
Maria Garcia for Salvacion/Iglesia

STATE OF NEBRASKA)
)SS:
COUNTY OF Sarpy)

The undersigned, a notary public qualified in and for said county, does hereby certify that Maria Garcia signed the foregoing instrument, acknowledged before me on this day and she executed and delivered said instrument as her voluntary act and deed.

Witness my hand and notarial seal this 7 day of October, 2022.



Krista L. Carlson
Notary Public

RECEIVED
SEP 12 2022

TREK
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROFESSIONAL ENGINEER
[REDACTED]
[REDACTED]
[REDACTED]

IGLESIA PENTECOSTES
ROCA DE SALVACION
36TH ST & MARIE ST
BELLEVUE, NE
SARPY COUNTY



SITE PLAN
SHEET NO
01 of 01

PLANNING DEPT

NOTES
ADDRESS: 36TH MARIE ST BELLEVUE, NE
CURRENT ZONING: HQ (OFFICIAL BUSINESS DISTRICT)
PROPOSED ZONING: RS 77 (SINGLE FAMILY RESIDENTIAL)
PROPOSED USAGE: CHURCH PLACE OF RELIGIOUS WORSHIP
USE OF THE PROPERTY IS PERMITTED UNDER THE CURRENT & PROPOSED ZONING.

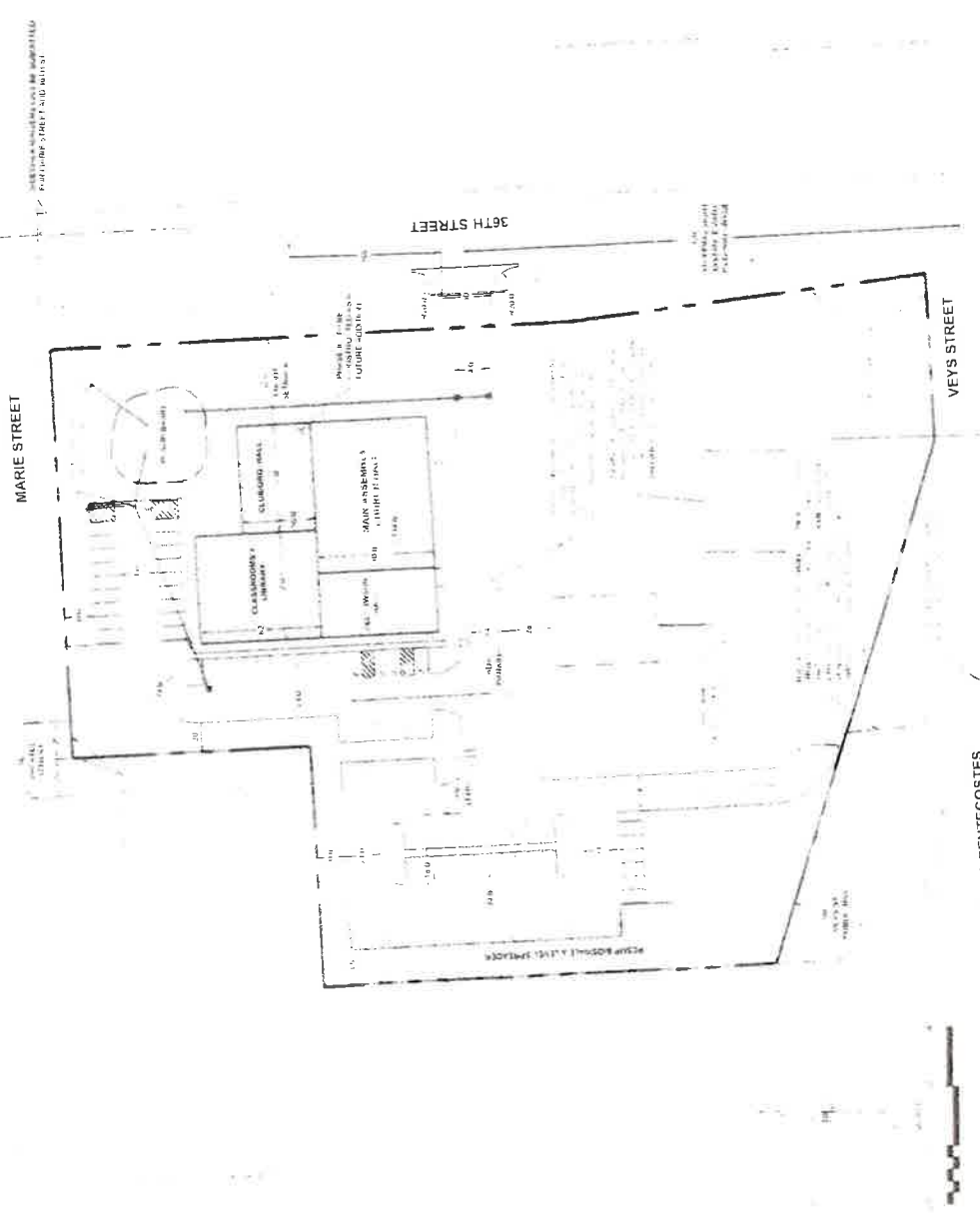
MINIMUM REQUIREMENTS FOR ADDITIONAL USES
MIN HEIGHT OF BLDG - 10 FT
MIN WIDTH OF LOT - 65 FT
MIN HEIGHT OF BLDG - 35 FT MIN
FRONT YARD 25 FT
MIN REAR YARD 10 FT
MIN SIDE YARD 10 FT
MIN SIDE YARD 10 FT
MAX GROSS FLOOR AREA RATIO 0.30
MAX GROUND COVERAGE 70 PERCENT

PARKING CALCULATIONS
1 MAIN ASSEMBLY CHURCH BLDG
MAIN ASSEMBLY BLDG 304 SEATS IN MAIN ASSEMBLY AREA
60 SEATS IN PULPIT FOR CHOR
32 SEATS TOTAL
CHURCH ASSEMBLY PARKING REQ - 1 PARKING SPACE / 4 SEATS
MAIN ASSEMBLY PARKING REQUIRED 81 PARKING SPACES

2 CLASSROOMS + LIBRARY
75% CLASSROOMS 5004 X 0.75 = 4,228 SF
LIBRARY PARKING REQ - 1 PARKING SPACE / 400 SQ FT
CLASSROOMS REQ - 1 PARKING SPACE / 100 SQ FT
LIBRARY - 1,415 SF / 400 SF = 3.54 PARKING SPACES
CLASSROOMS - 4,228 SF / 100 SF = 42.28 PARKING SPACES
CLASSROOMS - LIBRARY PARKING REQUIRED 46 PARKING SPACES

3 CLUB / OGD - HALL
CLUB / OGD HALL 507 X 771 = 390 SQ FT
CLUB / OGD HALL PARKING REQ - 1 PARKING SPACE / 100 SQ FT
CLUB / OGD HALL PARKING REQUIRED 39 PARKING SPACES
TOTAL PARKING REQUIRED
SELECTED HIGHEST REQUIREMENT
MAIN ASSEMBLY 81 PARKING SPACES
ADA PARKING REQUIREMENTS
ACCESSIBLE PARKING 4 STALLS WITH TRAILING MAN ACCESSIBLE
TOTAL REQ (BLDG + ADA) = 85
CURRENTLY SHOWN ON PLAN = 91 SPACES

LEGEND
[Symbol] AREA RESERVED FOR POST CONSTRUCTION STORMWATER MANAGEMENT PLAN (PCSWMP)
[Symbol] TO BE CONSTRUCTED AS A FUTURE ADDITION
[Symbol] PROPOSED REPLANT LIMITS
[Symbol] EXISTING STREET LIGHT



IGLESIA PENTECOSTES
RIGHT OF WAY
OPPD RIGHT OF WAY

August 23, 2024

City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: 8802 South 36th Street, Bellevue, NE 68147 – Explanation of Request for Conditional Use Permit (CUP)

To whom it may concern,

This letter is in support of the submitted conditional use permit application to allow the subject mentioned address to be used for religious worship and instruction as accepted under Section 5.10.03, Conditional Uses for RS-72 Single Family Residential Zoning District.

A Conditional Use Permit was previously granted for this address on October 4, 2022, by the City of Bellevue and recorded with the Sarpy County Register of Deeds under instrument number 2022-29191. Unforeseen construction costs delayed the Roca De Salvacion Church from initiating construction within the allotted 12-month period. There are no changes to the previously granted permit. This application is a resubmittal to renew the original permit.

Should you need additional information, please do not hesitate to contact me by email at marriage92@gmail.com or by phone (402) 706-9330.

Sincerely,



Pastor Otoniel Garcia
Iglesia Pentecostes Roca de Salvación

RECEIVED
AUG 22 2024
PLANNING DEPT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
9/3/2024

COUNCIL MEETING DATE: 09/03/2024		SUBMITTED BY: Administration		
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:

Approval of three year bargaining agreement with the Bellevue Police Officer Association (BPOA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPOA expires on September 30, 2024. Therefore, negotiations were held to achieve a new agreement for the period of October 1, 2024 through September 30, 2027. The draft redlined agreement showing changes made is attached for review and approval of the same.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and BPOA

CONTRACT EFFECTIVE DATE: 10/01/2024 CONTRACT TERM: 3 years CONTRACT END DATE: 09/30/2027

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 collective bargaining agreement with the Bellevue Police Officer Association for the term October 1, 2024 through September 30, 2027.

ATTACHMENTS:


1. BPOA Redlined Proposed Agreement	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:





AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE BELLEVUE POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE 59

October 1, 2021 – September 30, 2024

October 1, 2024 – September 30, 2027

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PREAMBLE

This Agreement, between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and the Bellevue Police Officers Association/FOP Lodge 59, hereinafter referred to as the "BPOA," is entered into to promote and strive to maintain a working agreement between the City and the BPOA.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following words, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition,

- A. "BPOA" shall mean the Bellevue Police Officers Association/FOP Lodge 59.
- B. "BPOA Officers" shall mean the President, Vice President, Treasurer and Secretary of the BPOA.
- C. "BPOA Officials" shall mean BPOA Officers and Association Board of Directors
- D. "Chief" shall mean the duly authorized and designated Chief or acting Chief of the Department.
- E. "City" shall mean the City of Bellevue, Nebraska.
- F. "City Administrator" shall mean the duly appointed City Administrator of the City of Bellevue.
- G. "Civil Service Commission" shall mean a civil service commission created pursuant to the Nebraska Civil Service Act.
- H. "Department" shall mean the Police Department of the City of Bellevue, Nebraska and its authorized representatives.
- I. "Employee(s)" shall mean full-time employees of the Police Department of the City of Bellevue, Nebraska, including and limited to the Police Officers and Police Sergeants (excluding the Employee assigned as the Professional Standards Officer and Administrative Services Officer).
- J. "Mayor" shall mean the duly-elected or acting Mayor of the City of Bellevue.
- K. "Personnel Rules and Regulations" shall mean the City of Bellevue Employee Handbook and the Police Department Rules & Regulations.
- L. "Contract Years" shall mean the time period commencing on October 1, 2024
2021 and ending on September 30, 20272024.
- M. "Emergency Circumstance" shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

ARTICLE 2

BPOA RECOGNITION

The City recognizes the BPOA as the sole and exclusive collective bargaining representative of the Employees. The recognition is granted pursuant to Nebraska Revised Statute 48-801 et seq.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
9. To establish and revise safety standards.
10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
11. To establish or modify job duties and classifications.
12. To establish, modify, change and discontinue performance standards, including quality standards.
13. To examine, classify, promote transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
14. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.

ARTICLE 3

(continued)

17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce employee's quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
24. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
28. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.
29. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances.

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise

ARTICLE 3

(continued)

such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of any ambiguity between this Article and another Article of this Agreement, the terms of this Article will control. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5. This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

ARTICLE 4

CHECK OFF

- SECTION 1 The City shall deduct regular monthly BPOA dues from the pay of each Employee, provided that at the time of such deduction the City has a current written assignment, executed by the Employee, in the form of the authorization form set out in Appendix I. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the City Human Resources Department.
- SECTION 2 Previously-signed Employee authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3 Such authorized deductions will be made, each pay period of each calendar month and will within ten (10) days be remitted by the City to the BPOA bank account. The City will notify the BPOA Treasurer of the amount of each deposit.
- SECTION 4 At the time of execution of the Agreement, the BPOA shall advise the City in writing of the exact amount of regular monthly BPOA dues. If, subsequently, the BPOA requests the City to deduct additional monthly BPOA dues, such requests shall be effective only upon written assurance by the BPOA to the City that amounts are regular monthly BPOA dues, duly approved in accordance with the BPOA's constitution and bylaws.
- SECTION 5 The City agrees to provide this service without charge to the BPOA.
- SECTION 6 The City shall not be liable for any mistakes. The City and the BPOA shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 5

BULLETIN BOARDS AND MESSAGE BOXES

- SECTION 1 The BPOA shall use one bulletin board, designated by the Chief, at each assembly area for posting of BPOA meetings, elections, report of committees, and any other notices or announcements that would be of benefit or interest to the Employees.
- SECTION 2 Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or its Employees.
- SECTION 3 The City will permit the distribution in each Employee's designated message box, of reports of BPOA committees and other notices or announcements of interest to the Employees.
- SECTION 4 The BPOA shall be entitled to use the Department's mailing address and non-emergency telephone number in the conduct of BPOA business with appropriate compensation to the City for long distance phone calls.

ARTICLE 6

BPOA BUSINESS

- SECTION 1 The City agrees to place members of the BPOA team, not exceeding ~~four~~ three (3) in number, on special duty while collective bargaining meetings are being conducted. Team members shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed.
- SECTION 2 BPOA Officers and/or officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending BPOA business meetings, conventions, education conferences or conducting other BPOA business. Such leave shall be subject to approval by the Chief of a written request by the BPOA no less than one week in advance of the requested leave date.
- SECTION 3 BPOA Officers and/or officials may utilize up to a total bank of two hundred one hundred and fifty (200150) hours of documented paid leave time for conducting BPOA business per calendar year. The ~~150~~200 hours expires on October 1st of each year of this agreement and hours may not be carried over into the next year. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "BPOA business" shall be defined as any time an Officer and/or Official performs duties for and/or on behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, attending BPOA business meetings or conferences/conventions, preparing BPOA business materials, etc.) All paid leave time must be documented in the City's timekeeping system.
- SECTION 4 The BPOA shall notify the City Administrator in writing of the names of BPOA Officers and officials within ~~fourteen~~ seven (7) calendar days after each BPOA election, resignation, removal or appointment of BPOA Officers and/or officials.

ARTICLE 7

HOURS OF WORK AND DUTY SHIFTS

SECTION 1

When assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) work day and five (5) consecutive work days shall constitute one (1) work week.

When assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks.

See Appendix III for Work Schedule.

SECTION 2

The City shall make a reasonable effort to permit an Employee a one (1) hour meal period for each eight (8) hour work shift, a one (1) hour meal period for each ten (10) hour work shift, and a one (1) hour meal period for each twelve (12) hour work shift.

The City shall make a reasonable effort to permit Employees two (2) fifteen (15) minute breaks per eight (8) hour work shift, two (2) seventeen and one-half (17 ½) minute breaks per ten (10) hour work shift, and two (2) thirty (30) minute breaks per twelve (12) hour work shift.

The Department retains the right to direct Employees during meal and break periods.

The meal period and break periods are paid as hours worked and no additional hours worked shall accrue, if an Employee is required to return to duty during a meal or break period.

ARTICLE 7

(continued)

SECTION 3

Flex time shall be defined as one for one compensation. Flex time shall only be used for the following reasons:

- a. To compensate an employee for non-mandatory training and travel time that does not occur on the Employee's regular work days.
- b. To compensate an employee who is asked and agrees to work a non-mandatory training assignment, where the employee is the instructor.

The Employee may agree to flex time that falls outside the normal parameters of the overtime article with the approval of the shift commander. Example: An Employee works two (2) hours for a court appearance at 1300 hours, and wishes to flex the two (2) hours at the beginning of his/her shift that starts at 1900 hours.

All flex time, with the exception of flex time earned under Section 4 of this article, must be used in the same cycle as it is earned or as approved by the Chief of Police.

SECTION 4

Officers/Sergeants who chose flex time in lieu of overtime may utilize their 8 hours of flex time received from conducting monthly departmental training any time during the same month as the training occurs. Should an Officer/Sergeant flex off 8 hours prior to their monthly scheduled training, and for any reason miss their scheduled training, the flex hours owed to the Department will be rectified during the next monthly training session that the Officer/Sergeant attends.

SECTION 5

Officers/Sergeants assigned to night shift (C and D teams) will receive 12 hours of training flex time every 6 months. Officers assigned to E-shift will receive 6 hours of training flex time every 6 months.

Training flex hours as described in Section 5 will become effective on the 1st day of the shift bid. Training flex time given under Section 5 of this article can't be cashed in for pay or accumulated/carried over beyond each 6-month shift bid timeframe.

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ARTICLE 8

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1 Any off-duty Employee required to attend, in any official capacity directly related to his/her official duties, (e.g. a case pending in the municipal court, juvenile court, county court, district court, grand jury proceedings, conferences with the City or County, State or Federal Government, or any of the subdivisions or agencies thereof) shall be entitled to a minimum of two (2) hours Overtime Pay for each appearance.
- SECTION 2 If an Employee is testifying in other litigation to which the Employee is a party, the Employee shall not be granted leave as described in Section 1 above, but may use vacation leave or compensatory time or may be granted leave without pay for the length of such service.
- SECTION 3 An Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) days after Employee receives same.
- SECTION 4: If an employee's scheduled court appearance that falls on the employee's off duty hours is cancelled after 5:00pm on the business day prior to the scheduled court appearance the employee shall be paid 2 hours of overtime pay.

ARTICLE 9

OVERTIME AND CALL BACK PAY

SECTION 1

Overtime pay: 8 Hour Shift - Work performed by Employees in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the number of hours worked in excess of eight (8) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week for all Employees. Holidays (not worked) and paid leave time shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 10 Hour Shift - Work performed by Employees in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the number of hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of ten (10) hours per day or forty (40) hours per week for all employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 12 Hour Shift - Work performed by Employees in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle shall be paid at the rate of one and one-half (1½) times the number of hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle for all affected employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

SECTION 2

If an Employee is called to duty during the Employee's off duty time and such time does not coincide with the Employee's scheduled tour of duty, such Employee shall be paid for the off hours worked at the rate of time and one-half (1½) times the Employee's regular rate of pay for each hour of off duty time worked. The Employee shall be paid for a minimum of two (2) hours for any overtime callback.

ARTICLE 9

(continued)

SECTION 3 Employees required to be on call or standby duty shall receive the following pay:

Eight (8) Hour Shifts - One (1) hour of regular pay for every eight (8) hours or portion of eight (8) hours said Employee is on standby duty.

Ten (10) Hour Shifts - One and one-quarter (1¼) hours regular pay for every ten (10) hours or portion of ten (10) hours said Employee is on standby.

Twelve (12) Hour Shifts - One and one-half (1½) hours regular pay for every twelve (12) hours or portion of twelve (12) hours said Employee is on standby.

SECTION 4 Employees shall have the option of receiving Overtime compensation either as compensatory time or in cash; provided compensatory time earned shall not exceed 160 hours and additional Overtime shall be compensated in cash at the next regular payroll. Employee's compensatory time not used within the contract year (by September 30th), shall be paid to the Employee in cash on the second payroll in October. Each employee will have the option to carry over up to 40 hours of compensatory time each year. Those employees who choose to carry over the 40 hours must notify Human Resources via written communication no later than September 1st of each year.

ARTICLE 10

HOLIDAYS

SECTION 1 The following, together with any other days that may be so designated by the City, shall be paid holidays for Employees ("Holiday"):

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Day
11. One (1) Floating Holiday
12. Employee's Birthday (per respective Employee)

SECTION 2 The Holiday shall be observed on the same day the City observes it. An Employee's birthday shall be observed on a day chosen by the employee during the employee's birthday month.

SECTION 3 An Employee required to work on a Holiday shall be compensated at the Overtime rate for the actual number of hours worked, in addition to his/her regular pay.

Except for the Employee's birthday, the Employee will have the choice to convert Holiday pay to Holiday compensatory time to be computed at Overtime rate. Such Holiday compensatory time shall be treated the same as vacation time off.

SECTION 4 Employees who work the official Holiday, and also the City-recognized Holiday, will receive Holiday benefits only for the day that the City observes the Holiday. If the Employee works the official holiday, but not the City-recognized holiday, then the employee will receive holiday benefits on the day worked.

SECTION 5 The Floating Holiday may be any full day chosen by an employee to engage in personal business activity, to observe a day of special significance, or to extend vacation or sick leave by one day.

ARTICLE 10

(continued)

- SECTION 6 Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall be compensated by the number of hours related to his/her respective hourly shift (8, 10, 12) at his/her regular rate of pay.
- SECTION 7 Hours worked, in addition to the employee's regular holiday shift, shall be paid at a rate of two and one-half (2½) times the employee's regular rate of pay.
- SECTION 8 A holiday, for time worked, shall be comprised of one twenty-four (24) hour period commencing at 12:00 A.M. midnight and ending the following 12:00 A.M. midnight.

ARTICLE 11

VACATION

SECTION 1 The City shall compensate full-time employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the Police Department for use by the employee as it is earned for each employee as follows:

<u>Years of Department Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 year Department employment	8 hours
Beginning of 5 years Department of employment	11 hours
Beginning of 10 years Department of employment	14.33 hours
Beginning of 15 years Department of employment	16 hours
Beginning of 20 years Department of employment	17.66 hours
Beginning 25 years; Department of employment	21 hours

SECTION 2 Settlement of Accrued Vacation: Upon separation of service with the City, the employee or the employee's beneficiary or estate shall be promptly paid all accumulated vacation computed on the basis of the employee's regular pay as of the employee's last day of employment.

SECTION 3 Employees assigned to the road patrol may be absent from duty due to vacation, compensatory time off, sick leave, worker compensation, or any other situation requiring a unit, team or section employee to be absent from his or her regular scheduled duty assignment so long as the minimum staffing levels are met. For purposes of this article, "minimum staffing" is defined as 8 officers/sergeants. Such requests shall be submitted to the unit, team or section supervisor for approval. Employees shall submit a request for vacation time off to their immediate supervisor up to 12 months in advance of the requested time off. Vacation time off shall not be based upon seniority. In the event vacation leave is denied after an employee requests the leave at least 15 days in advance, no more than two employees per workgroup (A-D) per payroll period shall

ARTICLE 11

(continued)

have the right to receive the cash value of the requested leave, payable in the pay period in which the vacation time was requested. If an employee is serving an unpaid suspension, they will not be eligible for the vacation payout provision during the payroll period of which the suspension date(s) fall.

SECTION 4

On September 30th of each year, Employees whose vacation leave balance equals or exceeds ~~240200~~ hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below ~~240200~~ hours.

SECTION 5

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.

ARTICLE 12

SICK LEAVE

SECTION 1

"SICK LEAVE WITH PAY":

A. Employees Hired Before October 1, 2012. Sick leave with pay shall be earned and accrued at the rate of twelve (12) hours for each full month of Department employment. An unlimited number of hours of sick leave may be accumulated. Subject to all provisions of section 4A below, the maximum cash payout shall not exceed 960 hours, when eligible.

B. Employees hired on or after October 1, 2012. Sick leave with pay shall be earned and accrued at a rate of ~~nineeight (89)~~ hours for each full month of Department employment. Subject to all provisions of Section 4B below, there shall be a maximum amount of accumulated sick leave of ~~1,920~~ hours and the maximum cash payout shall not exceed 480 hours, when eligible.

C. Sick leave with pay must be earned before it can be taken; advancing sick leave is prohibited. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, or disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the household of the employee. It may also be granted for illness of the employee's immediate family wherein the employee's attendance is necessary to assist or provide the care for the immediate family member or where the immediate family member is suffering a medical emergency. For purposes of a "medical emergency" factors to be considered will include medical or behavioral conditions, the onset of which is sudden and manifests itself by symptoms of sufficient severity, including severe pain that warrants hospitalization or a condition placing the health of the afflicted person in a life-threatening position. Sick leave may be taken when an employee is on official duty for a period in excess of four (4) hours over and above a regular work shift excluding voluntary overtime. Sick leave may only be used in minimum increments of one (1) hour for the first hour used.

ARTICLE 12

(continued)

SECTION 2 When an employee desires to utilize sick leave, the employee shall notify the Department immediately. An employee must keep the Chief informed of his/her condition. An employee may be required by the Chief to submit a medical record or certificate from a licensed physician or other health care professional for any absence in excess of six (6) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 3 The City Administrator or the Department may investigate any sick leave taken by an employee. False or fraudulent sick leave may be cause for disciplinary action and may result in dismissal.

SECTION 4 A - Employees Hired Before October 1, 2012: Employees who resign or retire from the City and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated sick leave not to exceed the maximum of nine hundred sixty (960) hours pay at the employee's regular pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

B - Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 who resign or retire from the City and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only for one-half the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) cash hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

C - If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

SECTION 5 In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the BPOA shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Sick leave

ARTICLE 12

(continued)

donations will only be used after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns to duty) all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 13

UNIFORM AND EQUIPMENT

SECTION 1

Prior to a new employee entering the Field Training Program, the City shall provide the employee the following new or quarter mastered items; based upon the uniforms of the season, in accordance with the Department Standard Operating Procedure, Officers shall be issued the remainder of the uniform items prior to the next change of uniform.

1. *(1) hat
2. 1) winter weight coat
3. (2) winter weight shirts (2) summer weight shirts
4. (2) ties
5. (3) pair of trousers
6. (1) raincoat
7. (1) pair of footwear (boots or shoes)
8. Complete set of duty leather, *shield, *hat badge, ID card and wallet
9. *Body armor
10. *Briefcase
11. *Ticket book holder
12. *Report holder
13. One pair winter gloves
14. *Chemical agent
15. *Baton

The Department may regulate on-duty attire of employees assigned to non-uniform positions. Employees shall also be eligible for the uniform and equipment allowance set forth in Section 4 of this Article.

ARTICLE 13

(continued)

Employees may be permitted to wear baseball style caps (hereinafter "caps") as part of the Class B Uniform. The cap must be uniform in design and style and approved by the Chief of Police. The employee is responsible for the purchase of their own cap(s). Caps must be worn forward facing only, unless tactically required to wear it differently.

SECTION 2 Employees upon separation of employment with the City, shall turn in items marked with an (*) asterisk pursuant to Section 1 of this Article, along with any City owned equipment and City owned firearms in their possession.

If an employee doesn't successfully complete the Field Training Program, that employee will return all items issued to them by the City/Department, upon separation.

SECTION 3 In the event uniforms or equipment provided pursuant to this Article are damaged or lost in the performance of official duty, the City shall repair or replace such uniform and equipment.

SECTION 4 The uniform equipment allowance provided by this Section shall be treated as a benefit under the terms of this Agreement. Any items purchased by the employee pursuant to this Article, shall be the property of the employee and retained by the employee upon termination of employment with the City. The uniform and equipment allowance will be provided to each employee on the first pay period of January of each contract year. The Department shall control how the program will be administered.

The amount of the annual uniform and equipment allowance is as follows:

Employee, upon successful completion of the Field Training Program
~~\$1,5001,000.00~~

Employee, each subsequent year of employment -

\$1,000.00

Upon successful completion of the Field Training Program (FTP), the city will issue \$1,~~500000.00~~ to the Officer completing the program. The amount is not considered part of the yearly uniform allowance. The date of

ARTICLE 13

(continued)

graduation does not affect this benefit and will be paid in full. In addition, the graduating Officer will be eligible for their yearly uniform allowance for that calendar year, this amount is set by the following formula (\$83.33 multiplied by the number of months left in the calendar year upon FTP completion). Following the prorated year, Officers will receive their full uniform allowance every January during the first regularly scheduled payroll of the month.

SECTION 5 The Department may change the required equipment and uniforms at its discretion. The City shall provide employees with any newly required or modified uniforms and equipment; provided, if the BPOA or its President proposed the modification, each employee shall assume the cost of the new or modified item. Notwithstanding this Section, the provision of Section 3 shall continue to prevail even if damage or loss of the new or modified item occurred in the performance of official duty. No grievance may be taken by either party with regard to this Section.

SECTION 6 The uniform and equipment allowance check shall be issued to the employee, in the full amount less the appropriate state and federal taxes, as referenced in Section 4 of this Article, the first regularly scheduled payroll in January of each calendar year.

The Uniform Allowance shall be reported by the City on the employee's current year W-2 form as income.

SECTION 7 **SWAT TEAM:** Upon an employee being designated as a member of a Department authorized SWAT Team by its Commander, the Department shall pay the newly designated SWAT Team member a uniform allowance of \$500.00 in addition to other benefits under this Article. Each year thereafter, the Department shall pay employees who maintain designation as members of the SWAT Team a uniform allowance of \$250.00 annually in the first pay period of January of each calendar year in addition to other benefits of this Article. In addition, each employee newly designated to the Department authorized SWAT Team will be issued soft body armor, Level 3A or higher with load bearing vest from the City of Bellevue.

SECTION 8 Each patrol district car will be assigned a City cell phone.

SECTION 9 Upon assignment to the Motor Unit, the City shall provide the following standard equipment: helmet, pants, and boots. The City shall replace the

ARTICLE 13

(continued)

helmet of the Motor Unit member in the event that it becomes damaged or rendered unusable as the result of actions taken during the scope of the work of the unit, as determined by the supervisor, or upon the date of expiration stated by the helmet manufacturer.

ARTICLE 14

LONGEVITY

SECTION 1 In addition to the regular wages, employees shall begin to earn longevity compensation upon completion of the 7th, 10th, 13th, 16th, 20th and 24th year of full-time employment.

SECTION 2 Employees completing the years of employment prescribed shall earn longevity compensation according to the following non-cumulative schedule:

<u>Years of Service</u>	<u>Monthly Compensation</u>
Beginning the 8 th year of service	\$ 7535 .00 per month
Beginning the 11 th year of service	\$ 10075 .00 per month
Beginning the 14 th year of service	\$ 125110 .00 per month
Beginning the 17 th year of service	\$150.00 per month
Beginning the 21 st year of service	\$185.00 per month
Beginning the 25 th year of service	\$255.00 per month

ARTICLE 15

INSURANCE

SECTION 1

The City shall provide employees group insurance coverage for medical/surgical, including major medical benefits ("the Plan"). The specific design and provisions of the Plan shall be determined as follows:

- Beginning plan year 2013, the City shall include a line of duty injury and death benefit consistent with the current insurance plan.
- For each plan year, the City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining

ARTICLE 15

(continued)

units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.

- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

SECTION 2 Subject to the change mechanism above, the City shall provide group dental coverage for employees as agreed to and as changed by the Health Insurance Committee

SECTION 3 The City shall provide \$52,000 in life insurance of each Employee including coverage 24 hours each day on or off duty.

SECTION 4 Subject to the change mechanism above, the City shall provide a long-term disability insurance policy for each Employee.

SECTION 5 Provided the employee has been enrolled in the City's health insurance plan for at least one (1) year immediately prior to retiring and employed by the City for a minimum of five (5) years prior to the employee's official retirement date, the City will agree to pay the Plan premium for any employee who retires as follows:

SINGLE COVERAGE – After an employee reaches the age of 55 years and chooses a retirement option, the City shall pay 92.5% of the single coverage premium for the first twenty-four (24) months after retirement. Thereafter, the City shall pay 50% of the single coverage premium until 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 PLUS SPOUSE, EMPLOYEE AND DEPENDENT COVERAGE – After an employee reaches the age of 55 years and chooses a retirement option, the City will pay eight-two percent (82%) of the premium for the first twenty-four (24) months after retirement. Thereafter, the City shall pay 50% of the coverage premium until the retiree becomes

ARTICLE 15

(continued)

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.

SECTION 6

In the event of a line-of-duty death, the City shall pay the cost of reasonable funeral expenses up to a maximum of ten thousand dollars (\$10,000.00) and said amount shall be in addition to the amount paid by the City's insurance carrier through the Nebraska Workers' Compensation Act.

ARTICLE 16

STRIKES AND LOCKOUTS

- SECTION 1 Neither the BPOA, its agents or employees will instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of operations of the City.
- SECTION 2 The City will not lock out any employee during the term of the Agreement as a result of a labor dispute with the BPOA.

ARTICLE 17

WAGES

- SECTION 1 Position grade levels shall be followed:
- Police Officer
Police Sergeant
- SECTION 2 Effective October 1, 2024, following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth in Appendix II. Upon ratification, employees will remain in their current wage step until their date of hire anniversary, or date of promotion anniversary if applicable. Employees who are currently top step will remain top step according to Appendix II.
- SECTION 3 Annually, on employees' date of hire anniversary (or date of promotion anniversary if applicable), employees will be eligible for a performance adjustment to their wage (i.e. a step increase), in accordance with the Wage Schedules set forth in Appendix II.
- SECTION 4 Officers who have been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. This delay will not change the employee's annual evaluation date based on their hire date or applicable promotion date. Should an employee be delayed a step increase for the 6 months as previously specified, they will still receive their next annual review and possible step increase on their anniversary or applicable promotion date (6 months later).
- SECTION 5 The City and the Employee agree that each shall contribute the amount required by law to the employee's applicable retirement benefit.
- SECTION 6 For the purpose of this Agreement, the City and the BPOA shall agree that when an Employee is promoted to a higher rank, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest approximation of five percent (5%). This shall apply only to those Employees who are promoted from Officer to Sergeant.
- SECTION 7 The City and the Employee agree that any hired "lateral police applicant" will be compensated upon hire based on this section. An applicant will meet the "Lateral Police Applicant" standard if he/she at the time of employment is in

ARTICLE 17

(continued)

possession of a valid law enforcement certification from the State of Nebraska or any other state.

The entry pay for these "Lateral Police Officers" will be determined by their years of service as a certified and sworn police officer or deputy on their date of hire with the Bellevue Police Department. The following scale will be utilized to determine their starting pay:

Less than 2 years of service	Step 21
2 years or more, but less than 4 years of service	Step 32
4 years or more, but less than 6 years of service	Step 43
6 years or more, but less than 8 years of service	Step 54
8 years or more, but less than 10 years of service	Step 65
10 years of service or more	Step 6

Furthermore, the prospective "Lateral Police Officer" may provide a copy of their most recent paycheck from their law enforcement agency to which they were last employed, by the date they receive their official letter of hire. If the prospective "Lateral Police Officer" was receiving an hourly rate above their starting pay according to this agreement, they shall be placed on the governing wage progression table at the lowest step that would pay higher than their pay compared to their previous certified officer or deputy position. However, under no circumstances will a new recruit start higher than Step 6. Such employee shall remain subject to a one (1) year introductory period.

SECTION 8

Any Officer, Sergeant or Detective demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language, shall receive compensation in the amount corresponding to their level of tested proficiency described below. Any additional languages may be considered at the discretion of the Chief of Police. In order to receive such compensation, the Officer, Sergeant, or Detective must pass the approved language testing through the Human Resources Department. The Human Resources Department will secure testing through Language Testing International, however if said testing cannot be secure, the BPOA and the Human Resources Director will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the BPOA and Human Resources Director will work together to find a company to administer the testing for sign language. ~~Testing must be re-taken every two (2) years within 30 days of the anniversary date of the original test.~~ In order to receive this compensation, the employee must agree to provide interpretation services while on duty to the extent that is practical.

ARTICLE 17

(continued)

<u>ACTFL Proficiency Level</u>	<u>Monthly Amount</u>
Novice High - Intermediate Low	\$75.60
Intermediate Mid - Intermediate High	\$150.400
Advanced Low and Higher	\$200.450

SECTION 9 All members of the BPOA who are regularly assigned second shift and show a majority of hours occur between 1830 hours and 0630 hours shall be paid an additional ~~seventy-five fifty~~ cents (~~\$0.7550~~) per hour, which shall be included in their current hourly rate. For purposes of this section, "regularly assigned second shift" shall include those BPOA members who are assigned "C" shift or "D" shift. The ~~\$0.75 50~~ differential will not apply to employees that are working voluntary overtime on the "C" shift or "D" shift on a temporary basis.

SECTION 10 Effective October 1, 2024~~2~~, sworn officers/sergeants who are discretionally assigned by the Chief of Police, or his/her designee, to the following specialty assignment positions listed below shall receive ~~\$100.50~~ per month additional pay. Effective October 1, 2025~~3~~, the amount of pay for the specialty assignment positions will change from ~~\$100.50~~ per month to ~~\$125.400~~ per month.

SWAT/~~CNT~~CNU/Stac Med
Detective
School Resources Officer
K-9 Officer
Motor Unit
Drug Recognition Expert
Crash Team
Lead Instructor/Coordinator

Officers/Sergeants may only receive specialty pay once, even if they occupy a position on multiple specialty units.

ARTICLE 18

EDUCATIONAL INCENTIVE

SECTION 1 In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

- A. Upon receipt of an Associate's Degree or completion of 60 accredited higher education credit hours - \$25.00 per month.
- B. Upon receipt of a Bachelor's Degree - \$50.00 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

SECTION 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed. No reimbursement will be provided for costs covered and/or reimbursed under Neb. Rev. Stat. 80-411, 85-2603, or similar programs covering higher education expenses.

SECTION 3. All Employees must have advanced written approval from the Chief and HR Director in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. An Employee must appeal any denial from the Chief and/or HR Director in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Chief and HR Director together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

ARTICLE 19

PROVISIONAL APPOINTMENT

SECTION 1 Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid at the same rate, for the duration of said provisional appointment, which he/she would receive had the appointment been a permanent appointment from the Civil Service list.

SECTION 2 Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

ARTICLE 20

FIELD TRAINING OFFICERS

SECTION 1

Officers appointed by the Department to be Field Training Officers for new recruits shall receive for any eight (8), ten (10), or twelve (12) hours training shift, an additional one-fourth (1/4) hour of straight time pay for each hour of training.

ARTICLE 21

BALLISTIC VEST REPLACEMENT

SECTION 1 The City shall provide each sworn Officer with ~~one-thousand eight-hundred~~ dollars (~~\$1,000 800.00~~) to be used towards a new ballistic vest and ~~exterior carrier accessories (if the sworn Officer so desires accessories)~~ at the end of each five (5) years of service. When purchasing a ballistic vest, the vest shall be either threat level II or threat level IIIa, at the employee's choice and the vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPOA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.

ARTICLE 22
INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute 13-1801, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

ARTICLE 23

FUNERAL LEAVE

- SECTION 1 In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed five (5) work days, including the day of the funeral.
- SECTION 2 In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed three (3) work days, including the day of the funeral.
- SECTION 3 In the event of the death of an aunt, uncle, niece or nephew of the employee or the employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.
- SECTION 4 Funeral leave shall be considered as time separate from sick leave, vacation leave, and annual leave.
- SECTION 5 For purposes of this Article only, the term "spouse" will refer to any individuals who are lawfully married under any state law, including married to a person of the same sex who were legally married in a state that recognizes such marriages.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner:

- Step 1. An employee or the BPOA through a verified grievance, (hereinafter the ("Grievant")), shall present the Grievance in writing to the Chief or a designated representative within ten (10) calendar days after the date on which the employee becomes aware of the Grievance. The Chief or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which the written Grievance is received. For purposes of this article, "verified" means that the information is confirmed and/or substantiated by the named aggrieved employee(s).
- Step 2. If settlement is not reached under Step 1, the Grievance shall be presented by Grievant to the City Administrator or a designated representative within ten (10) calendar days after the date the response by the Chief or designated representative was received by the Grievant under Step 1. The City Administrator or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which he/she received the Grievance from the Grievant.
- Step 3. If settlement is not reached under Step 2, either party may request arbitration by written notice to the other party within ten (10) days after Grievant's receipt of the response made by the City Administrator or designated representative under Step 2. Within ten (10) days after arbitration has been requested by either party, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet with five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without BPOA representation, as is the employee's right, the BPOA shall have

ARTICLE 24

(continued)

the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the BPOA, must be consistent with the terms of this Agreement. The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

All time periods/limitations set forth in this Article are of the essence and are to be strictly enforced against the party not complying therewith.

SECTION 2

Any time limitation provided herein may be waived or extended by agreement of the parties.

ARTICLE 25

EMPLOYEE RIGHTS

Employee shall be entitled to protection of what shall hereinafter be termed as 'Employee Rights' which shall be added to the present Rules and Regulations of the Department.

- A. Employees shall not solicit any formal citizen's complaints to any other Police employee. Solicitation shall not be construed to mean any follow-up to a concern, an inquiry, a formal citizen's complaint, or a known issue that the department has an obligation to follow-up with and/or investigate.
- B. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the Officer be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty, shall be initiated only with the approval of the Chief.
- D. Any employee who is requested to give an interview as part of an internal investigation and compelled to answer questions shall be entitled to be represented by a union representative and/or attorney at the interview.
- E. An employee under investigation concerning the employee's conduct shall be notified of the investigation against the accused employee and the nature of the investigation at least seventy-two (72) hours prior to the scheduled date of the investigatory interview by the Chief or his/her designee, unless such 72-hour notice period is waived by the employee. At the time of the service of the AIC, the employee shall receive a copy of the completed AIC Report documenting the complaint and copies of any known evidence and witness statements that are in the physical possession of the Professional Standards Officer and/or his/her designee at the time the notification is made to the accused employee. At the time of notification, the Professional Standards Officer and/or his/her designee will notify the accused employee in writing of any video evidence (i.e. dash camera video, cell phone video, surveillance, body camera video) known to him/her at the time. The accused employee shall be allowed to review any video evidence by scheduling a time with the Professional Standards Officer and/or his/her designee to review the same and shall be allowed to have an attorney and/or union representative present to review the video evidence. If there are allegations of deceit, dishonesty or allege crime(s) (with the exception of use of force allegations) lodged against the employee and the video evidence is related

ARTICLE 25

(Continued)

to that allegation, the video evidence will not be allowed to be reviewed by the accused employee at the time of notification of the AIC.

The accused employee shall be permitted to have an attorney or BPOA Officer, or both, present to represent them during the investigatory interview. The attorney and/or a union representative will be given an opportunity during the investigatory interview, after the investigator has finished his/her questioning to ask questions of the accused.

The investigator performing the investigatory interview shall read the Garrity warning form aloud and on the record to the accused at the beginning of the investigatory interview, before beginning questioning of the accused employee. The accused employee shall sign the Garrity warning form after the investigator has read the Garrity warning form aloud on the record, but before the questioning begins. The "Garrity" warning form shall contain the Garrity warning language as follows:

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental charges which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges."

- F. The investigatory interview shall begin during regular business hours between 7:00 a.m. and 10:00 p.m. Monday through Friday, unless waived by the employee, and if conducted during off-duty time, the accused employee shall be compensated in accordance with overtime procedures.
- G. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview; the interviewing Officers; and all other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at one time.

ARTICLE 25

(Continued)

- H. The interview session shall be for a reasonable period, taking into consideration gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to their own personal physical necessities, telephone calls, and rest periods with one ten (10) minute intermission every hour.
- I. Unless agreed to by the accused employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public.

The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints or citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedure set forth shall be followed.

ARTICLE 26

SENIORITY

- SECTION 1 The principle of seniority rights shall be exclusively observed within the Department in laying off, rehiring, holidays, job vacancies, and shift assignments.
- SECTION 2 Seniority of the employees shall be established as of the date of hire and shall be considered as continuous notwithstanding suspensions for disciplinary purposes, absence on authorized leave without pay, or layoff for thirty (30) days or less duration.
- Seniority shall be established within job classification based on continuous length of service within that classification, notwithstanding the interruptions provided for in the paragraph above.
- SECTION 3 Layoffs shall be on the basis of total job seniority. Recalls from layoff shall be in inverse order of layoff. All other applications of the seniority provisions shall be on the basis of seniority in classification.
- SECTION 4 Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the civil service commission eligibility list. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification. Such lists shall be updated at the end of each year governed by the BPOA/City bargaining agreement. Should any errors be noted on such seniority lists, the same shall be corrected between the City and BPOA; provided, however, employees and the BPOA have only 30 days from the date of posting such lists to dispute their contents, If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

ARTICLE 27

JOB BIDDING

SECTION 1

All uniform patrol bargaining unit positions will be posted for bid and will be implemented on the first full pay cycles after December 1st and June 1st. In addition, shift bid may be posted up to two (2) additional occasions during the calendar year at the discretion of the Chief and with at least fifteen (15) days advance notice, all uniform patrol bargaining unit positions shall be posted for bid and filled pursuant to Article 26, "Seniority." Such posting shall state the job title, rate of pay and shift.

Any two (2) employees, with the approval of the Chief, may agree to trade positions.

An employee may elect to voluntarily remove themselves from their seniority order bid position. The employee will then be moved to the end of the list and bid last. Should more than one employee elect this, they will be moved to the end of the list and bid by seniority accordingly.

SECTION 2

In the event the Department institutes an eight (8) hour shift or a ten (10) hour shift, then the days of rest shall be considered as part of the shift bidding procedure. The Department shall consider the principle of seniority, as referenced in Article 26, as part of the shift bidding procedure.

ARTICLE 28

JOB-RELATED INJURIES

SECTION 1

An employee who is temporarily disabled - to the extent such employee cannot return to work to perform his/her regular duties and the employee does not qualify for modified duty, to which the employee has submitted documented support thereof obtained in accordance with Workers' Compensation statutes - by a job-related police action, accident, injury, or illness, and receiving Worker's Compensation, shall receive supplemental pay from the City, but only that amount which, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc. Such supplemental pay shall begin the date upon which the medical professional validates the injury or illness that prevents the employee from performing his/her regular duties and such supplemental pay shall continue for a period of no more than six (6) months; provided, at the end of such period long-term disability as provided in Article 15 shall commence. Personal sick leave will not be required to be used for any time off due to a professionally validated job-related injury.

ARTICLE 29

AGREEMENT AND SAVINGS CLAUSE

SECTION 1 Nothing contained in the Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for employees, and, no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of the Agreement.

SECTION 2 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30

SAFETY AND TRAINING COMMITTEE

- SECTION 1** A committee of two (2) shall be formed to investigate any suggestions or complaints by employees relative to job health and job safety. The committee shall consist of one member of the BPOA appointed by its President and one individual (whether or not BPOA member) appointed by the Support Division Commander. The committee shall commence investigation upon the receipt of any suggestions or complaints from the employees relative to health and safety.
- SECTION 2** Suggestions or complaints by the employees must be filed with the committee in writing. After investigation, the committee will make a suggestion, within ten (10) days, to the Professional Standards Officer for his/her immediate review. The Professional Standards Officer or a representative will respond to the suggestion in writing within a reasonable period of time. A copy of the employee's complaint or suggestion, the committee recommendation, and the action, if any, taken by the Professional Standards Officer shall be forwarded to the City Administrator and to the BPOA President.
- SECTION 3** This committee shall also be responsible for suggesting minimum standards of training to be received by the employees and to make training recommendations to the Professional Standards Officer.

ARTICLE 31

MILITARY LEAVE

SECTION 1

When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 15, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided fifteen (15) days of military leave per ~~calendar~~ fiscal year with pay to be used for active duty, active duty training, and inactive duty training.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

ARTICLE 32

DISCHARGE AND DISCIPLINE

SECTION 1 The following actions of an employee are good cause for disciplinary action, though discipline may be based upon causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with the problem.
- B. Has been adjudged guilty of a felony crime.
- C. Abusive or improper treatment of a person in custody, provided the act committed was not necessarily or lawfully done in self- defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- D. Insubordination.
- E. Negligence in the care and handling of City property.
- F. Violation of any lawful and reasonable official regulation made or given by a superior Officer, where such violation or failure to obey amounts to an act of insubordination.
- G. Use or attempted use of political influence or bribery to secure an advantage in an examination, promotion or assignment.
- H. Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved, removed or canceled by the proper authority.
- I. Illegal use of controlled substances or use of controlled substances without a prescription.

Violations of the provisions of this Section shall be addressed by written reprimand, suspension, demotion, and/or discharge.

SECTION 2 **DISCIPLINARY ACTIONS - SUSPENSIONS:** An employee may be suspended without pay for cause for a period or periods not exceeding ninety-six (96) hours in any twelve (12) consecutive months, however, no single suspension shall be for more than forty-eight (48) hours. A written notice for such suspension shall be transmitted to the employee with a copy

ARTICLE 32

(Continued)

transmitted to the Human Resources Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 3 DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Human Resources Department.

SECTION 4 DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department.

SECTION 5 PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances of exculpatory information. The City Administrator or a designee shall meet with the employee and the BPOA Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 6 The City shall begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action shall be taken within ~~sixty forty five (6045)~~ days of such notification. This ~~sixty forty five (6045)~~ day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the ~~sixty forty five (6045)~~ day period, the employee under investigation will be notified in writing of the extension. The Association President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee.

SECTION 7 This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this

ARTICLE 32

(Continued)

contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

SECTION 8

For purposes of this Section, the following definitions shall apply:

- A. "Personnel File" shall mean an employee's file located in the City Human Resources Department.
- B. "Department Personnel File" shall mean an employee's file located in the office of the Chief.
- C. "Disciplinary Action" shall mean written reprimand, suspension, demotion, and/or discharge issued in accordance with Section 1 of this Article.

The following shall not apply to those records regarding disciplinary actions and/or investigations regarding officer conduct as outlined in LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

An employee who has received Disciplinary Action may submit a written request to the Chief to have the Disciplinary Action removed from the employee's Personnel File. The Chief may remove the Disciplinary Action from Personnel File provided that the employee has not received additional Disciplinary Action within twelve (12) calendar months from the date of the previous Disciplinary Action that is the subject of the written removal request. An employee is not eligible to have Disciplinary Action removed from the Employee's Personnel File until twelve (12) months from the date of the most recent Disciplinary Action has expired.

In the event an employee requests that Disciplinary Action be removed from the employee's Personnel File and such request is granted, all commendations received by the employee during the same period of time as the removed Disciplinary Action also be removed from the Personnel File.

The provisions of this Section shall not apply to the employee's Department File. Any removed disciplinary action will be retained in the employee's Department File for use of impeachment purposes, if

ARTICLE 32

(Continued)

applicable and in compliance with LB 791 amending Neb. Rev. Stat§81-1377 and §81-1425.

In the event an employee is charged with the negligent loss or damage of City property, a thorough investigation shall follow with the employee's right to appeal intact. The employee shall be afforded his/her rights under Article 25, "Employee's Rights," of this agreement.

ARTICLE 33

EMPLOYEE FIREARMS

- SECTION 1 Employees may carry, as their regular duty weapons, a 9MM, 40 or 45 caliber semi-automatic pistol. Such pistol shall be a Smith & Wesson, Colt, Glock, Sig Sauer, H&K Firearm, Beretta or other brand or caliber approved in writing by the Chief.
- SECTION 2 The cost of such weapon shall be the sole responsibility of the individual employee.

ARTICLE 34

POLICE OFFICER TRAINEE

A newly hired police recruit shall be either designated as a certified or non-certified recruit. A certified recruit, also referred to as a "Lateral Police Officer," is an employee who is in possession of a valid law enforcement certification from the State of Nebraska or any other state at the time of hire with the City of Bellevue for the purpose of serving as a police officer. A non-certified recruit is an employee who does not possess a valid certification by the State of Nebraska, or any other state, at the time of employment by the City of Bellevue for the purpose of serving as a police officer.

Whether a new employee is designated as a certified or non-certified recruit, they shall be entitled to all benefits as indicated in the labor agreement between the City of Bellevue and the Bellevue Police Officers' Association (BPOA). The only exception is pursuant to the Nebraska Civil Service Act, during the probationary period, the Chief of Police may terminate the employment of a police recruit who is deemed unfit or unsatisfactory for service in the Department. The City Administrator must approve any such termination.

A non-certified recruit is required to obtain Nebraska law enforcement certification and successfully complete all facets of the Bellevue Police Department training program. A non-certified recruit's probationary period will expire six months after completion of the field-training program.

A certified recruit must successfully complete all facets of the Bellevue Police Department training program. A certified recruit's probationary period will expire six months after completion of the field-training program.

The salary for the position shall be determined through the negotiation process between the City of Bellevue and the Bellevue Police Officers' Association.

ARTICLE 35
POLICE RETIREMENT

See Appendix IV.

ARTICLE 36

TAKE HOME CARS

SECTION 1 Take home cars shall be provided to Officers assigned to the Detective Units who reside within the Extra Territorial Jurisdiction, (ETJ) for the City.

Detectives on-call will be allowed to take an assigned vehicle home during the on-call period even if outside of the ETJ.

The K-9 officers will be allowed to take their assigned vehicle home even if outside the ETJ.

The Chief of Police or his/her designee may provide a take home car to personnel in addition to those categories listed herein, if it is deemed to be advantageous to the police department.

ARTICLE 37
TEMPORARY MODIFIED DUTY

See Appendix V.

ARTICLE 38

DURATION, ACCEPTANCE, AND REOPENING OF THE AGREEMENT

SECTION 1 This Agreement shall be in full force and effect upon the ratification by the Bellevue Police Officers Association and the City Council of the City of Bellevue, Nebraska and shall cover October 1, ~~2024~~ through September 30, ~~2027~~ unless an article or provision specifically includes retroactive application.

SECTION 2 This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after the expiration date until a new contract is agreed upon.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the _____ day of September, ~~2024~~.

CITY OF BELLEVUE:
FOP LODGE 59

BELLEVUE POLICE OFFICERS ASSOCIATION

MAYOR

PRESIDENT

Approved by the Bellevue City Council on this _____ day of September, ~~2024~~.

ATTEST

CITY CLERK

APPENDIX I

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Print last name, first name, middle name)

Classification: _____

Social Security Number: _____

TO THE CITY OF BELLEVUE:

Effective this ____ day of _____, 20____, I hereby request and authorize you to deduct from my earning on the first payroll period of each month, a sufficient amount to provide for the regular payment of the rate of month BPOA dues as certified by the BPOA. The amount deducted shall be paid to the Bellevue Police Officers' Association bank account. The authorization shall remain effective unless determined by me by written notice to the City.

Signature: _____

Address: _____

City: _____ State: _____

Date: _____

APPENDIX II
WAGE SCHEDULES

	1	2	3	4	5	6	7	8	9
CURRENT	\$25.74	\$26.95	\$28.22	\$29.55	\$30.94	\$32.40	\$33.93	\$35.53	\$37.23
Effective 10/01/21	\$27.65	\$29.09	\$30.60	\$32.19	\$33.87	\$35.63	\$37.48	\$39.44	approx. 5.2% increase between steps
Effective 10/01/22	\$28.48	\$29.96	\$31.52	\$33.16	\$34.89	\$36.70	\$38.60	\$40.62	
Effective 10/01/23	\$29.33	\$30.86	\$32.46	\$34.15	\$35.93	\$37.80	\$39.76	\$41.84	
Year 2		3%							
Year 3		3%							

	1	2	3	4	5	6	7
CURRENT	\$37.00	\$38.24	\$39.52	\$40.84	\$42.21	\$43.62	\$45.10
Effective 10/01/21	\$41.28	\$42.58	\$43.92	\$45.30	\$46.71	approx. 3.14% increase between steps	
Effective 10/01/22	\$42.52	\$43.86	\$45.24	\$46.66	\$48.11		
Effective 10/01/23	\$43.79	\$45.17	\$46.59	\$48.06	\$49.55		
Year 2		3%					
Year 3		3%					

If Papillion Police Department and/or La Vista Police Department have negotiated a wage increase for the 2023-2024 fiscal year that is greater than three percent (3%), the City and BPOA agree that this Agreement can be re-opened for good faith negotiation with respect to wages only, prior to the beginning of the 2023-2024 fiscal year, which is year three (3) of the effective dates of this Agreement. If the Agreement is reopened for negotiation under this provision, the negotiation process and agreement that results shall follow state and federal laws. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the agreement.

Police Officer

	1	2	3	4	5	6	7	8
CURRENT	\$30.19	\$31.76	\$33.41	\$35.15	\$36.98	\$38.90	\$40.92	\$43.06
Effective 10/01/24	\$32.61	\$34.31	\$36.09	\$37.97	\$39.94	\$42.02	\$44.20	\$46.50
Effective 10/01/25	\$34.57	\$36.37	\$38.26	\$40.25	\$42.34	\$44.54	\$46.86	\$49.29
Effective 10/01/26	\$36.64	\$38.55	\$40.55	\$42.66	\$44.88	\$47.21	\$49.67	\$52.25

8% approx. 5.20% increase between steps
6%
6%

Police Sergeant

	1	2	3	4	5
CURRENT	\$45.07	\$46.49	\$47.95	\$49.46	\$51.00
Effective 10/01/24	\$47.77	\$49.27	\$50.82	\$52.42	\$54.06
Effective 10/01/25	\$50.64	\$52.23	\$53.87	\$55.56	\$57.30
Effective 10/01/26	\$53.69	\$55.36	\$57.10	\$58.89	\$60.74

approx. 3.14% increase between steps 6%
6%
6%

APPENDIX III

**WORK SCHEDULE FOR
12-HOUR DUTY SHIFT**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
				WORK	OFF	OFF
4	5	6	7	8	9	10
OFF	WORK	WORK	OFF	OFF	WORK	WORK
11	12	13	14	15	16	17
WORK	OFF	OFF	WORK	WORK	OFF	OFF
18	19	20	21	22	23	24
OFF	WORK	WORK	OFF	OFF	WORK	WORK
25	26	27	28	29	30	31
WORK	OFF	OFF	WORK	WORK	OFF	OFF

APPENDIX IV

**SETTLEMENT AGREEMENT
BETWEEN BELLEVUE POLICE OFFICERS ASSOCIATION/
FRATERNAL ORDER OF POLICE LODGE NO. 59 AND EACH INDIVIDUAL
COLLECTIVE BARGAINING UNIT MEMBERS SET FORTH HEREIN,
AND THE CITY OF BELLEVUE, NEBRASKA, A MUNICIPAL CORPORATION**

APPENDIX V

See Police Department's Modified Duty Policy.

TEMPORARY MODIFIED DUTY DUE TO PREGNANCY:

Pregnant employees shall be permitted to work as long as they are able to perform their jobs and will not be subjected to special procedures to determine their ability to work. If an employee becomes unable to perform the functions of her regular assignment, she shall be permitted to serve in a modified duty assignment that considers any restrictions that her medical doctor shall require and as determined by a doctor's note provided to the Department. If the employee is eligible for FMLA, the required certification forms shall be filled out and submitted.

If the pregnant employee shall be placed on a complete restriction from work at any time during the pregnancy, the agency may require her to take leave, in compliance with the Family and Medical Leave Act and other applicable law. However, if an officer has been temporarily absent from work as a result of a pregnancy-related condition and she recovers, she shall not be required to remain on leave until the baby's birth.

The employee may elect to take such leave if medically warranted. In addition to the modified duty provisions provided for in this Appendix, a pregnant employee shall be treated the same as any other employee voluntarily seeking leave and/or sick pay because of any other physical condition.

Any modified duty due to pregnancy shall not be included when determining the amount of modified duty served by any employee in any period of time.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
9/3/2024

COUNCIL MEETING DATE: 09/03/2024	SUBMITTED BY: Administration	
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:

Approval of three year bargaining agreement with the Bellevue Police Command Staff Association (BPCSA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPCSA expires on September 30, 2025. However, it was the City's desire to maintain continuity and parity between the BPOA and BPCSA. Therefore, negotiations were held to achieve a new agreement for the period of October 1, 2024 through September 30, 2027. The draft redlined agreement showing changes made is attached for review and approval of the same.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and BPCSA

CONTRACT EFFECTIVE DATE: 10/01/2024 CONTRACT TERM: 3 years CONTRACT END DATE: 09/30/2027

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 collective bargaining agreement with the Bellevue Police Command Staff Association for the term October 1, 2024 through September 30, 2027.

ATTACHMENTS:

1. BPCSA Redlined Proposed Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: _____

AGREEMENT BETWEEN
THE CITY OF BELLEVUE, NEBRASKA
AND
THE POLICE COMMAND STAFF ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 59

October 1, 2021 – September 30, 2025

October 1, 2024 – September 30, 2027

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PREAMBLE

This Agreement, between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and the Bellevue Police Command Staff Association/FOP Lodge 59, hereinafter referred to as the "BPCSA", is entered into to promote and strive to maintain a working agreement between the City and the BPCSA.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following works, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition.

- A. "BPCSA" shall mean the Bellevue Police Command Staff Association/FOP Lodge 59.
- B. "BPCSA Officers" shall mean the President, Vice President, and Secretary of the BPCSA.
- C. "Chief" shall mean the duly authorized and designated Chief or acting Chief of the Department.
- D. "City" shall mean the City of Bellevue, Nebraska.
- E. "City Administrator" shall mean the duly appointed City Administrator of the City of Bellevue.
- F. "Civil Service Commission" shall mean a civil service commission created pursuant to the Nebraska Civil Service Act.
- G. "Department" shall mean the Police Department of the City of Bellevue, Nebraska and its authorized representatives.
- H. "Employee(s)" shall mean full-time employees for the Police Department of the City of Bellevue, Nebraska, including and limited to Assistant Police Chiefs, Police Lieutenants and Police Captains.
- I. "Mayor" shall mean the duly-elected or acting Mayor of the City of Bellevue.
- J. "Personnel Rules and Regulations" shall mean the City of Bellevue Employee Handbook and the Police Department Rules & Regulations.

- K. "Emergency Circumstance" shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue or any other circumstance beyond the control of the City.

ARTICLE 2

BPCSA RECOGNITION

The City recognizes the BPCSA as the sole and exclusive collective bargaining representative of the Employees. The recognition is granted pursuant to 48-816 Nebraska R.S. Supp. 1982.

ARTICLE 3

CHECK OFF

- SECTION 1. The City shall deduct regular monthly BPCSA dues from the pay of each Employee, provided that at the time of such deduction the City has a current written assignment, executed by the Employee, in the form of the authorization form set out in Appendix I. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the City Finance Director.
- SECTION 2. Previously-signed Employee authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3. Such authorized deductions shall be made each pay period of each calendar month and will within ten (10) days be remitted by the City to the BPCSA bank account. The City will notify the BPCSA Treasurer of the amount of each deposit.
- SECTION 4. At the time of execution of the Agreement, the BPCSA shall advise the City in writing of the exact amount of regular monthly BPCSA dues. If, subsequently, the BPCSA requests the City to deduct additional monthly BPCSA dues, such requests shall be effective only upon written assurance by the BPCSA to the City that amounts are regular monthly BPCSA dues, duly approved in accordance with the BPCSA's constitution and bylaws.
- SECTION 5. The City agrees to provide this service without charge to the BPCSA.
- SECTION 6. The city shall not be liable for any mistakes. The City and the BPCSA shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 4

BULLETIN BOARDS AND MESSAGE BOXES

- SECTION 1. The BPCSA shall use one bulletin board, designated by the Chief, at each assembly area for posting of BPCSA meetings, elections, report of committees, and any other notices or announcements that would be of benefit or interest to the Employees.
- SECTION 2. Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or its Employees.
- SECTION 3. The City will permit the distribution, in each Employee's designated message box, of reports of BPCSA committees and other notices or announcements of interest to the Employees.
- SECTION 4. The BPCSA shall be entitled to use the Department's mailing address and non-emergency telephone number in the conduct of BPCSA business with appropriate compensation to the City for long distance phone calls.

ARTICLE 5

BPCSA BUSINESS

- SECTION 1. The City agrees to place members of the BPCSA team, not exceeding three (3) in number, on special duty while collective bargaining meetings are being conducted. Team members shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed.
- SECTION 2. BPCSA Officers and/or officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending BPCSA business meetings, conventions, education conferences or conducting other BPCSA business. Such leave shall be subject to approval by the Chief of a written request by the BPCSA no less than one week in advance of the requested leave date.
- SECTION 3. BPCSA Officers and/or officials may utilize up to a total of eighty (80) hours of paid leave time during the term of this agreement for conducting BPCSA business. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "BPCSA business" shall be defined as any time an Officer and/or Official performs duties for and/or on behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, attending BPCSA business meetings or conferences/conventions, preparing BPCSA business materials, etc.) All paid leave time must be documented in the City's timekeeping system.

SECTION 4. The BPCSA shall notify the City Administrator in writing of the names of BPCSA Officers and/or officials within ~~fourteen~~^{seventeen} (714) calendar days after each BPCSA election, resignation, removal or appointment of BPCSA Officers and/or officials.

ARTICLE 6

HOURS OF WORK AND DUTY SHIFTS

SECTION 1. When Lieutenants are assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) work day and five (5) consecutive work days shall constitute one (1) work week.

When Lieutenants are assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When Lieutenants are assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks.

Assistant Chiefs and Captains work schedules are defined as 80 hours worked in the two-week period coinciding with the regularly scheduled pay period.

See Appendix IV for work schedule.

SECTION 2. The City shall make a reasonable effort to permit an Employee a one (1) hour meal period for each eight (8) hour work shift, a one hour meal period for each ten (10) hour work shift, and a one (1) hour meal period for each twelve (12) hour work shift.

The City shall make a reasonable effort to permit Employees two fifteen (15) minute breaks per eight (8) hour work shift, two (2) seventeen and one-half (17 1/2) minute breaks per ten (10) hour work shift, and two (2) thirty (30) minute breaks per twelve (12) hour work shift.

The Department retains the right to direct Employees during meal and break periods.

The meal period and break periods are paid as hours worked and no additional hours worked shall accrue, if an Employee is required to return to duty during a meal or break period.

SECTION 3. Employees assigned to day or night shift shall not be arbitrarily required to work outside their respective duty assignment except for compelling operational needs; and in that event, for a duration no longer than necessary to satisfy the operational need.

SECTION 4. Flex time shall be defined as one for one compensation. Flex time shall only be used for the following reasons:

- a. To compensate an employee for non-mandatory training and travel time that does not occur on the Employee's regular work days.
- b. To compensate an employee who is asked and agrees to work a non-mandatory training assignment, where the employee is the instructor.

The Employee may agree to flex time that falls outside the normal duty hours.

All flex time with the exception of flex time earned under Section 5 of this article, must be used in the same cycle as it is earned or as approved by the Chief of Police.

~~SECTION 5~~ Officers/Sergeants/Lieutenants who chose flex time in lieu of overtime may utilize their 8 hours of flex time received from conducting monthly departmental training any time during the same month as the training occurs. Should a Lieutenant/Officer/Sergeant flex off 8 hours prior to their monthly scheduled training, and for any reason miss their scheduled training, the flex hours owed to the Department will be rectified during the next monthly training session that the Officer/Sergeant/Lieutenant attends.

~~SECTION 6~~ Officers/Sergeants/Lieutenants assigned to night shift (C and D teams) will receive 12 hours of training -flex time every 6 months. Officers assigned to E-shift will receive 6 hours of training flex time every 6 months.

Training flex hours as described in Section 5 will become effective on the 1st day of the shift bid. Training flex time given under Section 5 of this article can't be cashed in for pay or accumulated/carried over beyond each 6-month shift bid timeframe.

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ARTICLE 7

OVERTIME, CALL BACK, ~~ADMINISTRATIVE LEAVE~~ AND COMPENSATORY TIME

SECTION 1. Captains ~~and Assistant Chiefs~~ shall earn one and a half hours of compensatory time ~~administrative leave time~~ off for every one hour of time worked in excess of 80 hours per pay period; provided that accrued compensatory time shall not exceed , up to a maximum cumulative amount of 24080 hours during the fiscal year. Employee's compensatory time not used within the contract year (by September 30th), shall be paid to the Employee in cash on the second payroll in October. Each employee will have the option to carry over up to 40 hours of compensatory time each year. Those employees who choose to carry over the 40 hours must notify Human Resources via written communication no later than September 1st of each year.~~Accrued compensatory time above 40 hours not used during the fiscal year in which it was earned shall be paid in cash on the second payroll in October.~~

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SECTION 2. Lieutenants shall be paid overtime compensation at the rate of 1.5 times their regular hourly rate for actual hours worked in excess of their regularly scheduled shift of 8, 10 or 12 hours. Holidays (not worked) and paid leave time shall not be considered hours worked for the purpose of computing overtime pay.

SECTION 3. Lieutenants who are called back to duty, during their off duty time that does not coincide with their scheduled tour of duty, shall be paid at the rate of 1.5 times their regular hourly rate for the greater of actual call back hours worked, or two hours.

SECTION 4. Lieutenants have the option of receiving overtime compensation either as compensatory time or in cash; provided that accrued compensatory time shall not exceed 160 hours during the fiscal year. Overtime shall be compensated in cash on the next regular payroll date. Employee's compensatory time not used within the contract year (by September 30th), shall be paid to the Employee in cash on the second payroll in October. Each employee will have the option to carry over up to 40 hours of compensatory time each year. Those employees who choose to carry over the 40 hours must notify Human Resources via written communication no later than September 1st of each year.~~Accrued compensatory time must be used during the fiscal year in which it was earned, and cannot be carried forward to the next fiscal year. The Chief has exclusive discretion to require employees to use their accrued compensatory time off at any time. Accrued compensatory time not used during the fiscal year in which it was earned shall be paid in cash on the second payroll date in October.~~

SECTION 5. Employees required to be on call or standby duty shall receive the following pay:

Eight (8) Hour Shifts - One (1) hour of regular pay for every eight (8) hours or portion of eight (8) hours said Employee is on standby duty.

Ten (10) Hour Shifts - One and one-quarter (1¼) hours regular pay for every ten (10) hours or portion of ten (10) hours said Employee is on standby.

Twelve (12) Hour Shifts - One and one-half (1½) hours regular pay for every twelve (12) hours or portion of twelve (12) hours said Employee is on standby.

SECTION 6. If an employee's scheduled court appearance that falls on the employee's off duty hours is cancelled after 5:00pm on the business day prior to the scheduled court appearance the employee shall be paid 2 hours of overtime pay.

ARTICLE 8

HOLIDAYS

SECTION 1. The following together with any other days that may be so designated by the City, shall be paid for the employee (Holiday):

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The day after Thanksgiving Day
10. Christmas Day
11. The Employee's Birthday
12. Floating Holiday

SECTION 2. Holidays shall be observed on the official City holiday. An Employee's birthday shall be observed on a day chosen by the employee during the employee's birthday month.

SECTION 3. Holiday pay shall consist of the Lieutenants' regular hourly rate times the number of the Lieutenants' regularly scheduled daily shift hours.

SECTION 4. The Floating Holiday may be any full day chosen by an employee to engage in personal business activity, to observe a day of special significance, or extend vacation or sick leave by one day.

SECTION 5. Lieutenants required to work on a holiday shall be compensated at their overtime rate for actual hours worked, plus their holiday pay. If the Lieutenants' actual holiday work hours exceed their regularly scheduled shift hours (8, 10, 12), the additional hours will be compensated at 2.5 times their regular rate of pay. Lieutenants who work on both the City's observed holiday, and the actual holiday, will receive holiday pay for their entire shift that overlaps with the day that the

City observes the holiday. Lieutenants who work the official holiday, but not the City observed holiday, will receive holiday pay for their entire shift that overlaps with the official holiday.

SECTION 6. Except for the Floating Holiday, the Employee will have the choice to convert holiday pay to holiday compensatory time to be computed at the overtime rate. Holiday compensatory time shall be treated the same as vacation time off.

SECTION 7. In order to provide compensation for employees assigned to a Captain or Assistant Chief position, who are not regularly scheduled to work overtime on a holiday as employees assigned to the Lieutenant position are, such employees shall receive a monthly stipend of ~~\$42400~~ on the first payroll of each month, increasing 6% October 1st of each additional year for the duration of the contract.

ARTICLE 9

VACATION

SECTION 1. ~~The City shall compensate full-time employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the Police Department for use by the employee as it is earned for each employee as follows: Subject to the maximum vacation limitation described below, all full-time employees shall earn paid vacation in a lump sum on the anniversary of each employee's date of hire. Vacation earnings shall be determined by years of full-time service in the Department as of the employee's anniversary, computed as follows:~~

<u>Years of Department Employment</u>	<u>Monthly Hours of Vacation</u>
<u>Beginning of 1 year Department employment</u>	<u>8 hours</u>
<u>Beginning of 5 years Department of employment</u>	<u>11 hours</u>
<u>Beginning of 10 years Department of employment</u>	<u>14.33 hours</u>
<u>Beginning of 15 years Department of employment</u>	<u>16 hours</u>
<u>Beginning of 20 years Department of employment</u>	<u>17.66 hours</u>
<u>Beginning 25 years: Department of employment</u>	<u>21 hours</u>

<u>Years of Department Employment</u>	<u>Amount</u>
1 year	96 hours
5 years	132 hours
10 years	172 hours
15 years	192 hours
Completion of 20 years	212 hours
Completion of 25 years	252 hours

~~As a condition of accruing additional vacation, employees must maintain a vacation balance at or below 200 hours, measured as of the anniversary of each employees' date of hire. Employees with unused vacation in excess of 200 hours as of the employee's anniversary shall be ineligible for additional vacation earnings until the employees' next anniversary, subject to the maximum vacation allowance described above.~~

Vacation days shall be days off in addition to regularly scheduled days off or holidays that occur during the vacation period.

~~SECTION 2. On September 30th of each year, Employees whose vacation leave balance equals or exceeds 240 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 240 hours.~~

~~Employees may not carry over more than 200 hours of vacation from one anniversary year to the next. Employees shall monitor their accumulated leave hours and must use the leave hours before their anniversary date so that the accumulated hours are no more than the 200 hour cap as of their anniversary date. If the employee has 200 hours or less on their anniversary date, then the employee can accrue additional vacation hours per Section 1 of this Article.~~

SECTION 3. Vacation hours not used and not exceeding 240 hours may be carried from one anniversary year to the next.

SECTION 4. Upon retirement, resignation, termination, or the death of the employee the employee, or the employee's beneficiary, shall be immediately paid all of the employee's accumulated vacation computed on the basis of the employee's regular rate of pay as of the employee's last day of employment, or at the Officer's option, for retirement purposed, consume any accumulated vacation to extend the retirement to the date when all vacation is expended. During this time, all benefits will continue, with exception of accruing any additional vacation.

SECTION 5. 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.

ARTICLE 10

SICK LEAVE

- SECTION 1. Sick leave with pay shall be earned by each employee at the rate of twelve (12) hours of leave for each month of service to the City. Employees hired by the Department on or after October 1, 2012 shall earn sick leave at a rate of ~~nine~~^{eight} (8) hours for each full month of employment, and shall not accrue more than ~~1,920~~⁹⁶⁰ hours.
- SECTION 2. Sick leave accumulation for employees hired by the Department before October 1, 2012 shall be unlimited.
- SECTION 3. Sick leave with pay must be earned before it can be taken and advancing sick leave is prohibited.
- SECTION 4. Employees may utilize sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by the employee's attendance at work.
- SECTION 5. Sick leave may be taken in hourly increments. Sick leave may be utilized for the purpose of medical or dental appointments.
- SECTION 6. Sick leave may be used by the employee for illness in the household of the employee or the employee's immediate family when the employee's attendance is required. The employee shall notify the Supervisor, as soon as reasonably possible, when the employee finds it necessary to utilize sick leave.
- SECTION 7. The Police Chief and/or City Administrator may require an examination by a City physician at City expense.

SECTION 8. Employees who resign or retire from the City, who are not being terminated, and who have at least five (5) years of service, shall receive a cash payout of accumulated sick leave. The cash payout shall be one-half (1/2) of the accumulated sick leave not to exceed 960 hours, computed on the basis of the employee's regular pay as of the employee's last day of employment. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary. If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

ARTICLE 11

UNIFORMS AND EQUIPMENT

SECTION 1. The uniform and equipment allowance shall be treated as a benefit under the terms of this agreement.

SECTION 2. The amount of the annual uniform and equipment allowance shall be One Thousand Dollars (\$1000) annually.

SECTION 3. The uniform and equipment allowance check shall be issued to the employee, in the full amount less the appropriate state and federal taxes, as referenced in Section 4 of this Article. The check shall be given on the first pay period of January each contract year full payroll in September.

The Uniform Allowance shall be reported by the City on the employee's current year W-2 form as income.

SECTION 4. Any new item of uniform equipment and any modifications of a current uniform or piece of equipment shall be provided by the City at no charge to the employee and all such uniforms, equipment, and modifications thereof shall, upon termination of employment, be surrendered to the City.

SECTION 5. Where damage or loss of a uniform, or portion of a uniform, or equipment occurs while in the performance of duty, the replacement items shall be provided by the City at no cost to the employees.

SECTION 6. SWAT TEAM: Upon an employee being designated as a member of the Sarpy SWAT Team by its Commander, the Department shall pay the newly designated SWAT Team member a uniform allowance of \$500.00 in addition to other benefits under this Article. Each year thereafter, the Department shall pay employees who maintain designation as members of the Sarpy SWAT Team a

uniform allowance of \$250.00 annually in the first pay period of January of each calendar year in addition to other benefits of this Article. In addition, each employee newly designated to the Sarpy SWAT Team will be issued soft body armor, Level 3A or higher with load bearing vest from the City of Bellevue. To the extent an employee incurs out of pocket expenses for required SWAT related equipment, the Chief with the approval of the City Administrator may reimburse the employee for such expenses.

SECTION 7. Employees may be permitted to wear baseball style caps (hereinafter "caps") as part of the Class B Uniform. The cap must be uniform in design and style and approved by the Chief of Police. The employee is responsible for the purchase of their own cap(s). Caps must be worn forward facing only, unless tactically required to wear it differently.

ARTICLE 12

LONGEVITY

SECTION 1. In addition to the employee's regular monthly salary, the employee shall receive longevity compensation, computed as follows based upon years of full-time service:

Beginning 8 years	\$7535.00 per month
Beginning 11 years	\$10075.00 per month
Beginning 14 years	\$125110.00 per month
Beginning 17 years	\$150.00 per month
Beginning 21 years	\$185.00 per month
Beginning 25 years	\$255.00 per month

ARTICLE 13

INSURANCE

SECTION 1. The City shall provide employees group insurance coverage for medical/surgical, including major medical benefits ("the Plan"). The specific design and provisions of the Plan shall be determined as follows:

- The City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of

the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.

- If the Health Insurance Committee reaches consensus supported by the City and at least three of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadline must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.
- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

Subject to the change mechanism described above, the City shall provide each employee, covered by the Plan, with a prescription card.

SECTION 2. Subject to the change mechanism described above, the City shall provide group dental coverage for employees. The City shall pay the entire premium for the individual employee coverage. The coverage shall be the same as presently is in force for each employee and employee may add their family at their own expense at the present rate.

SECTION 3. The City shall provide \$52,000 in life insurance of each employee including coverage 24 hours each day on or off duty.

SECTION 4. Subject to the change mechanism described above, the City shall provide a long-term disability insurance policy for each employee.

SECTION 5. The City agrees to the attachment of an amendment to the present Police Department Retirement Program for the vesting of that program, effective February 1, 1981, as provided by the City Council action of February 22, 1982.

SECTION 6. Provided the employee (a) has been enrolled in the City's health insurance plan for a minimum of one (1) year prior to the employee's official retirement date, or is participating in the DROP Program pursuant to Article 31, Section 7 (b) has been employed by the Department for a minimum of five years; and (c) has reached the age of 55; the City will pay:

SINGLE COVERAGE

- The same single coverage premium the City pays for active employees for the first twenty-four (24) months after retirement.
- Thereafter, 50% of the single coverage premium until retiree becomes eligible for Medicare/Medicaid benefits.
- In the event of the retiree's death, the City will have no further liability for premiums.

FAMILY COVERAGE

- The same family coverage premium the City pays for active employees for the first twenty-four (24) months after retirement.
- Thereafter, 50% of the family coverage premium until the retiree becomes eligible for Medicare/Medicaid benefits.

In the event the retiree's death, the City will have no further liability for premiums.

SECTION 7. In the event of a line-of-duty death, the City shall pay the cost of reasonable funeral expenses up to a maximum of ten thousand dollars (\$10,000.00) and said amount shall be in addition to the amount paid by the City's insurance carrier through the Nebraska Workers' Compensation Act.

ARTICLE 14

STRIKES AND LOCKOUTS

- SECTION 1. Neither the BPCSA, its agents or employees will instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of operations of the City.
- SECTION 2. The City will not lock out any employee during the term of the Agreement as a result of a labor dispute with the BPCSA.

ARTICLE 15

WAGES

- SECTION 1. Position grade levels shall be followed:
- Assistant Police Chief
 - Police Lieutenant
 - Police Captain
- SECTION 2. The City and the employee agree that each shall contribute the amount required by law to the employee's applicable retirement benefit.
- SECTION 3. All employees assigned to the following job classifications shall be paid the following amounts beginning on the first full payroll period following ratification of this Agreement by both the Bellevue City Council and BPCSA.

Employees who are promoted from within the Department to the rank of Lieutenant, Captain or Assistant Police Chief, and who are already earning an hourly rate above the starting Lieutenant, Captain or Police Chief rate, shall be placed on the governing wage progression table at the rate that most closely approximates a 5% pay increase compared to their hourly rate before the promotion.

- SECTION 4. Any Lieutenant, Captain or Assistant Police Chief demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language, shall receive compensation in the amount corresponding to their level of tested proficiency described below. Any additional languages may be considered at the discretion of the Chief of Police. In order to receive such compensation, the Lieutenant, Captain or Assistant Police Chief must pass the approved language testing through the Human Resources Department. The Human Resources Department will secure testing through Language Testing International, however if said testing cannot be secure, the

BPOA and the Human Resources Director will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the BPOA and Human Resources Director will work together to find a company to administer the testing for sign language. ~~Testing must be re-taken every two (2) years within 30 days of the anniversary date of the original test.~~ In order to receive this compensation, the employee must agree to provide interpretation services while on duty to the extent that is practical.

<u>ACTFL Proficiency Level</u>	<u>Monthly Amount</u>
Novice High - Intermediate Low	\$7550
Intermediate Mid - Intermediate High	\$150400
Advanced Low and Higher	\$200450

WAGE SCHEDULE

Effective October 1, 2021, following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth below. Upon ratification, employees will remain in their current wage step until their date of hire anniversary, or date of promotion anniversary if applicable. Employees who are currently top step will remain top step according to the Wage Schedule below, with the exception of the Assistant Police Chief who will go to a step 5.

LIEUTENANT						
	1	2	3	4	5	6
Effective 10/01/21	\$39.62	\$41.70	\$43.89	\$46.20	\$48.63	\$51.18
Effective 10/01/22	\$40.81	\$42.95	\$45.21	\$47.59	\$50.09	\$52.72
Effective 10/01/23	\$42.03	\$44.24	\$46.56	\$49.01	\$51.59	\$54.30
Effective 10/01/24	\$43.29	\$45.57	\$47.96	\$50.48	\$53.14	\$55.93

CAPTAIN						
	1	2	3	4	5	6
Effective 10/01/21	\$42.69	\$45.11	\$47.67	\$50.37	\$53.23	\$56.25
Effective 10/01/22	\$43.97	\$46.46	\$49.10	\$51.88	\$54.83	\$57.94
Effective 10/01/23	\$45.29	\$47.86	\$50.57	\$53.44	\$56.47	\$59.68
Effective 10/01/24	\$46.65	\$49.29	\$52.09	\$55.04	\$58.17	\$61.47

ASSISTANT POLICE CHIEF						
	1	2	3	4	5	6
Effective 10/01/21	\$47.35	\$50.00	\$52.79	\$55.74	\$58.85	\$62.14
Effective 10/01/22	\$48.77	\$51.50	\$54.37	\$57.41	\$60.62	\$64.00
Effective 10/01/23	\$50.23	\$53.05	\$56.00	\$59.13	\$62.43	\$65.92
Effective 10/01/24	\$51.74	\$54.64	\$57.69	\$60.91	\$64.31	\$67.90

LIEUTENANT						
	1	2	3	4	5	6
Effective 10/01/24	\$45.85	\$48.26	\$50.79	\$53.47	\$56.28	\$59.23
Effective 10/01/25	\$48.60	\$51.16	\$53.84	\$56.68	\$59.66	\$62.78
Effective 10/01/26	\$51.52	\$54.22	\$57.07	\$60.08	\$63.24	\$66.55

CAPTAIN						
	1	2	3	4	5	6
Effective 10/01/24	\$49.41	\$52.21	\$55.17	\$58.29	\$61.60	\$65.10
Effective 10/01/25	\$52.37	\$55.34	\$58.48	\$61.79	\$65.30	\$69.00
Effective 10/01/26	\$55.51	\$58.66	\$61.99	\$65.50	\$69.22	\$73.14

ASSISTANT POLICE CHIEF						
	1	2	3	4	5	6
Effective 10/01/24	\$54.80	\$57.87	\$61.09	\$64.51	\$68.11	\$71.92
Effective 10/01/25	\$58.09	\$61.34	\$64.76	\$68.38	\$72.19	\$76.23
Effective 10/01/26	\$61.57	\$65.02	\$68.65	\$72.48	\$76.53	\$80.80

The indicated dollar amounts reflect the Lieutenants' nonexempt hourly wage.

Captains and the Assistant Police Chief shall be classified as exempt. The indicated "hourly wage" dollar amount for Captains and the Assistant Police Chief shall be multiplied by 2080, and divided by 26 for purposes of determining Captains' biweekly salary.

SECTION 4. Performance Based Step Increases and Awards:

- A. All step increases are contingent upon performance and are subject to successful completion of the Police Department's performance evaluation. Employees shall not receive automatic step increases. For purposes of this Article, successful completion shall mean an overall rating of "meets standards" on the employee's performance evaluation.
- B. Employees who have been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. This delay will not change the employee's annual evaluation date based on their hire date or applicable promotion date. Should an employee be delayed a step increase for the 6 months as previously specified, they will still receive their next annual review and possible step increase on their anniversary or applicable promotion date (6 months later).

SECTION 5. All members of the BPCSA who are regularly assigned second shift and show a majority of hours occur between 1830 hours and 0630 hours shall be paid an additional ~~seventy-five fifty~~ cents (\$0.~~75~~~~50~~) per hour, which shall be included in their current hourly rate. For purposes of this section, "regularly assigned second shift" shall include those BPCSA members who are assigned "C" shift or "D" shift. The \$0.~~75~~~~50~~ differential will not apply to employees that are working voluntary overtime on the "C" shift or "D" shift on a temporary basis.

SECTION 6. Effective October 1, 202~~4~~~~2~~, sworn lieutenants/captains/assistant chief who are discretionally assigned by the Chief of Police, or his/her designee, to the following specialty assignment positions listed below shall receive \$~~100~~~~50~~ per month additional pay. Effective October 1, 202~~5~~~~3~~, the amount of pay for the specialty assignment positions will change from \$~~100~~~~50~~ per month to \$~~125~~~~100~~ per month.

- SWAT/~~CNTENU~~/Stac Med/Rapid Deployment Force
- Detective
- Support Division
- Criminal Investigations Division
- Professional Standards Division
- Motor Unit
- Drug Recognition Expert
- Crash Team

Lead Instructor/Coordinator

_____ Lieutenants/Captains/Assistant Chiefs may only receive specialty pay once, even if _____ they occupy a position on multiple specialty units.

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ARTICLE 16

EDUCATION AND TRAINING

SECTION 1. In addition to the regular monthly salary, employees shall receive educational incentive compensation in the following amounts so long as the higher education hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree:

- A. Upon receipt of an Associate's Degree or completion of 60 accredited higher education credit hours - \$25.00 per month.
- B. Upon receipt of a Bachelor's Degree - \$50.00 per month.

Educational incentive shall be paid prospectively, starting on the first payroll period following submission of documentation sufficient to verify completion of the required credit hours and/or degree.

SECTION 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, and books, of any college course from an accredited college or university, provided no payment shall be made except when the employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed. No reimbursement will be provided for costs covered and/or reimbursed under Neb. Rev. Stat. 80-411, 85-2603, or similar programs covering higher education expenses.

- SECTION 3. Employees must have advance written approval from the Chief and HR Director to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. Employees must appeal any denial from the Chief and/or HR Director in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the appeal. Upon satisfactory completion of the course, employee must submit proof of expenses to the Chief and HR Director along with a copy of the employee's grades and/or transcripts, which shall be filed in the employee's personnel file.
- SECTION 4. Should the City require an employee to change their work schedule, except in an emergency situation, which would require the employee to either drop or withdraw from a previously registered course, the City shall reimburse the employee for all incurred expenses; further, Section 2 shall apply when the employee retakes the previously dropped course.

ARTICLE 17

PROVISIONAL APPOINTMENT

- SECTION 1. Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid a 10% increase for the duration of said provisional appointment.
- SECTION 2. Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

ARTICLE 18

FIELD TRAINING COORDINATORS

- SECTION 1. Lieutenants appointed by the Chief to be Field Training Coordinator(s) for new recruits shall receive eight (8) hours of straight flex time for each month of training. This amount shall be prorated for partial months.

ARTICLE 19

BALLISTIC VEST REPLACEMENT

- SECTION 1. The City shall provide each sworn Officer with ~~one-thousand eight hundred~~ dollars (\$~~1,000~~800.00) to be used towards a new ballistic vest and ~~exterior carrier accessories (if the sworn Officer so desires accessories)~~ at the end of each five (5)

years of service. The vest shall be either threat level II or threat level IIIa, at the employee's choice. The vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPCSA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.

ARTICLE 20

INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute 13-1801 , as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

ARTICLE 21

FUNERAL LEAVE

- SECTION 1. In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage, or adoption, the employee may, with the approval of the Chief of Police or a designated representative, be permitted to take funeral leave, with pay not to exceed Five (5) working days, including the day of the funeral.
- SECTION 2. In the event of the death of an employee's spouse's father, mother, sister, brother, grandmother, or grandfather, the employee may, with the approval of the Chief of Police or a designated representative, be permitted to take funeral leave, with pay, not to exceed three (3) working days, including the day of the funeral.
- SECTION 3. In the event of the death of an employee's or the employee's spouse's aunt, uncle, niece, or nephew, the employee may, with the approval of the Chief of Police or a designated representative, be permitted to take funeral leave, with pay, for the day of the funeral.
- SECTION 4. Funeral leave shall be considered as time separate from any annual or sick leave.
- SECTION 5. For purposes of this Article only, the term "spouse" will refer to any individuals who are lawfully married under any state law, including married to a person of the same sex who were legally married in a state that recognizes such marriages.

ARTICLE 22

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner:

Step 1. An employee or the BPCSA through a verified grievance, (hereinafter the ("Grievant")), shall present the Grievance in writing to the Chief or a designated representative within ten (10) calendar days after the date on which the employee becomes aware of the Grievance, The Chief or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which the written Grievance is received. For purposes of this article, "verified" means that the information is confirmed and/or substantiated by the named aggrieved employee(s).

Step 2. If settlement is not reached under Step 1, the Grievance shall be presented by Grievant to the City Administrator or a designated representative within ten (10) calendar days after the date the response by the Chief or designated representative was received by the Grievant under Step 1. The City Administrator or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which he/she received the Grievance from the Grievant.

Step 3. If settlement is not reached under Step 2, either party may request arbitration by written notice to the other party within ten (10) days after Grievant's receipt of the response made by the City Administrator or designated representative under Step 2. Within ten (10) days after arbitration has been requested by either party, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet within five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without BPCSA representation, as is the employee's right, the BPCSA shall have the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the BPCSA, must be consistent with the terms of this Agreement.

The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power

or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

All time periods/limitations set forth in this Article are of the essence and are to be strictly enforced against the party not complying therewith.

SECTION 2. Any time limitation provided herein may be waived or extended by agreement of the parties.

ARTICLE 23

EMPLOYEE RIGHTS

Employee shall be entitled to protection of what shall hereinafter be termed as "Employee Rights" which shall be added to the present Rules and Regulations of the Department.

- A. Employees shall not solicit any formal citizen's complaints about any other Police employee. Solicitation shall not be construed to mean any follow-up to a concern, an inquiry, a formal citizen's complaint, or a known issue that the department has an obligation to follow-up with and/or investigate.
- B. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the Officer be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty, shall be initiated only with the approval of the Chief or the City Administrator.
- D. An accused employee shall be informed of the nature of the investigation at the time of his/her formal interview by the Chief or his/her designee. The accused employee shall be permitted to have either an attorney or BPCSA Officer, or both, present during the interview. A reasonable amount of time shall be given after the employee is notified of the nature of the investigation to have either an attorney or BPCSA Officer, or both, present; provided, however, any delay that potentially

compromises the investigation shall not be considered reasonable. The accused employee shall be given a form or a card listing the "Garrity" warning as follows:

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental charges which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges."

- E. The interview shall be conducted at a reasonable hour, and if conducted during off-duty time the accused employee shall be compensated in accordance with overtime procedures.
- F. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview; the interviewing Officers; and all other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at one time.
- G. The interview session shall be for a reasonable period, taking into consideration gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to their own personal physical necessities, with one ten (10) minute intermission every hour.
- H. Unless agreed to by the accused employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public.
- I. The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints or citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedure set forth shall be followed.

ARTICLE 24

SENIORITY

SECTION 1. The principle of seniority rights shall be exclusively observed within the Department in laying off, rehiring, and Lieutenants' shift assignments for uniformed patrol.

SECTION 2. Seniority of the employees shall be established as of the date of hire and shall be considered as continuous notwithstanding suspensions for disciplinary purposes, absence on authorized leave without pay, or layoff for thirty (30) days or less duration, when considering laying off or rehiring.

Seniority shall be established within job classification based on continuous date of promotion within that classification, notwithstanding the interruptions provided for in the paragraph above.

SECTION 3. Layoffs shall be on the basis of total job seniority. Recalls from layoff shall be in inverse order of layoff. All other applications of the seniority provisions shall be on the basis of seniority in classification.

SECTION 4. Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the civil service commission eligibility list. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification. Such lists shall be updated at the end of each year governed by the BPCSA/City bargaining agreement. Should any errors be noted on such seniority lists, the same shall be corrected between the City and BPCSA; provided, however, employees and the BPCSA have only 30 days from the date of posting such lists to dispute their contents. If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

ARTICLE 25

JOB BIDDING

SECTION 1. All uniform patrol bargaining unit positions will be posted for bid and will be implemented on the first full pay cycles after December 1st and June 1st. In addition, shift bid may be posted up to two (2) additional occasions during the calendar year at the discretion of the Chief and with at least fifteen (15) days advance notice, all uniform patrol bargaining unit positions shall be posted for bid and filled pursuant to Article 26, "Seniority". Such posting shall state the job title, rate of pay and shift.

Any two (2) employees, with the approval of the Chief, may agree to trade positions.

An employee may elect to voluntarily remove themselves from their seniority order bid position. The employee will then be moved to the end of the list and bid last. Should more than one employee elect this, they will be moved to the end of the list and bid by seniority accordingly.

SECTION 2. In the event the Department institutes an eight (8) hour shift or a ten (10) hour shift, then the days of rest shall be considered as part of the shift bidding procedure. The Department shall consider the principle of seniority, as referenced in Article 25, as part of the shift bidding procedure.

ARTICLE 26

JOB-RELATED INJURIES

SECTION 1. An employee who is temporarily disabled - to the extent such employee cannot return to work to perform his/her regular duties and the employee does not qualify for modified duty, to which the employee has submitted documented support thereof obtained in accordance with Workers' Compensation statutes - by a job-related police action, accident, injury, or illness, and receiving Worker's Compensation, shall receive supplemental pay from the City, but only that amount which, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc. Such supplemental pay shall begin the date upon which the medical professional validates the injury or illness that prevents the employee from performing his/her regular duties and such supplemental pay shall continue for a period of no more than six (6) months; provided, at the end of such period long-term disability as provided in Article 13 shall commence. Personal sick leave will not be required to be used for any time off due to a professionally validated job-related injury.

ARTICLE 27

AGREEMENT AND SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement is rendered illegal or unenforceable by judicial or legislative means, all other provisions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28

MILITARY LEAVE

SECTION 1. When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 14, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided 15 working days of military leave time per ~~calendar~~ fiscal year to be used during the military activations or monthly military obligation.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits

ARTICLE 29

DISCHARGE AND DISCIPLINE

SECTION 1. The following actions of an employee are good cause for disciplinary action, though discipline may be based upon causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with the problem.
- B. Has been adjudged guilty of a felony crime.
- C. Abusive or improper treatment of a person in custody, provided the act committed was not necessarily or lawfully done in self-defense to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- D. Insubordination.
- E. Negligence in the care and handling of City property.

- F. Violation of any lawful and reasonable official regulation made or given by a superior Officer, where such violation or failure to obey amounts to an act of insubordination.
- G. Use or attempted use of political influence or bribery to secure an advantage in an examination, promotion or assignment.
- H. Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved, removed or canceled by the proper authority.
- I. Illegal use of controlled substances or use of controlled substances without a prescription.
- J. Violations of the provisions of this Section shall be addressed by counseling, written reprimand, suspension, demotion, and/or discharge.

SECTION 2. DISCIPLINARY ACTIONS - SUSPENSIONS: An employee may be suspended without pay for cause for a period or periods not exceeding ninety-six hours (96) in any twelve (12) consecutive months, however, no single suspension shall be for more than forty-eight (48) hours . A written notice for such suspension shall be transmitted to the employee with a copy transmitted to the Human Resources Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 3. DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Human Resources Department.

SECTION 4. DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department.

SECTION 5. PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances or exculpatory information. The City Administrator or a designee shall meet with the employee and the BPCSA Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 6. The City shall begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action shall be taken within ~~sixtyfourty-five (6045)~~ days of such notification. This ~~sixtyfourty-five (6045)~~ day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the ~~sixtyfourty-five (6045)~~ day period, the employee under investigation will be notified in writing of the extension. The Association President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee

SECTION 7. For purposes of this Section, the following definitions shall apply:

- A. "Personnel File" shall mean an employee's file located in the City Human Resources Department.
- B. "Department Personnel File" shall mean an employee's file located in the office of the Chief.
- C. "Disciplinary Action" shall mean written reprimand issued in accordance with Section 1 of this Article. The following shall not apply to those records regarding disciplinary actions and/or investigations regarding officer conduct as outlined in LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425. An employee who has received Disciplinary Action may submit a written request to the Chief to have the Disciplinary Action removed from the employee's Personnel File. The Chief shall remove the Disciplinary Action from Personnel File provided that the employee has not received additional Disciplinary Action within twelve (12) calendar months from the date of the previous Disciplinary Action that is the subject of the written removal request. An employee is not eligible to have Disciplinary Action removed from the Employee's Personnel File until twelve (12) months from the date of the most recent Disciplinary Action has expired.

In the event an employee requests that Disciplinary Action be removed from the employee's Personnel File and such request is granted, all commendations received by the employee during the same period of time as the removed Disciplinary Action will also be removed from the Personnel File. Any removed disciplinary action will be retained in the employee's Department File for use of impeachment purposes, if applicable and in compliance with LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

The provisions of this Section shall not apply to the employee's Department File.

- In the event an employee is charged with the negligent loss or damage of City property, a thorough investigation shall follow with the employee's right to appeal intact. The employee shall be afforded his/her rights under Article 25, "Employee's Rights", of this agreement.

SECTION 8. This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws.

ARTICLE 30

EMPLOYEE FIREARMS

SECTION 1. Employees may carry, as their regular duty weapons, a 9MM, 40 or 45 caliber semi-automatic pistol. Such pistol shall be a Smith & Wesson, Colt, Glock, Sig Sauer, 1-I&K Firearm, Beretta or other brand or caliber approved in writing by the Chief.

If a newly hired employee is to be sent to the Academy for certification and does not already own a Department-approved firearm, the Chief, or his designated representative, shall have the right to determine the weapon. This does not preclude the employee from purchasing a different approved weapon upon successful completion of training

SECTION 2. Employees may utilize a Ruger Mini 14, Olympic or Colt AR 15, or any other brand approved in writing by the Chief. The weapon shall be of .223 caliber and placed in the shotgun rack within the passenger compartment of all marked cruisers, and in the trunk of all unmarked units. This weapon will be in addition to or an alternative for the Police shotgun issued to all Police units marked or unmarked.

SECTION 3. Such weapons shall not exceed thirty (30) rounds capacity and shall be fully loaded.

ARTICLE 31

POLICE RETIREMENT

SECTION 1. All employees hired prior to May 1, 2011 shall be granted retirement benefits under the following schedule:

55% at 55 years of age

When an employee reaches the required age with 25 years of service, the employee shall be entitled to receive the indicated percentage of his/her regular pay. The percentage shall be determined by averaging the last five (5) consecutive years preceding retirement. The employee shall be entitled to the total sum of his retirement account or the corresponding percentage whichever is the greater, based upon the actuarial formula of 7% and the most current GAM Table, as approved in the most current retirement plan document, for males and females.

SECTION 2. The following payment option is established to receive compensation for the retirement benefit:

Payment Option	Description
Single Lump Sum	Employee receives a one-time payment to use or invest for his retirement

SECTION 3. The City and the employee agree that each shall contribute the amount required by law to the employee's applicable defined contribution retirement benefit. The employee's contributions shall be automatically deducted.

SECTION 4. An employee is vested in the City's contributions as follows:

Credited Years of Vesting Service	Vested Percentage
Less than 4 years	0%
4 years but less than 5	40%
5 years but less than 6	50%
6 years but less than 7	60%
7 years but less than 8	70%
8 years but less than 9	80%
9 years but less than 10	90%
10 or more years	100%

An employee is 100% vested upon attaining age 60 or in the event of his/her death or the termination of the Plan.

SECTION 5. Investment of all contributions shall be directed by the Retirement Committee.

SECTION 6. Deferred Retirement Option Plan (DROP)

This option allows an employee who has reached the minimum number of service years for retirement, but has not achieved the minimum age requirement, to terminate their employment with the Police Department and defer their retirement until they have reached at least the minimum age. Once the employee terminates service with the Police Department, neither the City or employee has further responsibility for adding funds to the employee's account, The account will remain within the retirement plan and when the employee reaches the minimum age, Sections 2 & 3 of this Article will then apply, based on the employee's average salary over the five (5) previous years before terminating his/her employment,

Under this plan, should an employee decide to close his/her fund account and remove the funds prior to reaching the minimum age requirement, then Sections 2 & 3 of this Article will not apply.

If an employee chooses to use the DROP, he/she will not be entitled to the health insurance benefit until such time as he/she reaches the minimum age as outlined under the retirement plan and accepts a retirement benefit.

In case of the death of the employee while enrolled in the DROP, his/her surviving spouse or heir will receive a lump sum distribution on the date the employee would have begun receiving his/her benefit. The lump sum will be calculated in the same manner as if the employee had lived.

ARTICLE 32

DURATION AND ACCEPTANCE

SECTION 1. This Agreement shall be in full force and effect upon the ratification by the Bellevue Police Command Staff Association and the City Council of the City of Bellevue, Nebraska, up to and including September 30, 2021.

SECTION 2. This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after the expiration date until a new contract is agreed upon.

ARTICLE 33

MANAGEMENT RIGHTS

SECTION 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice,

discussion or negotiation with the BPCSA. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week, or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to perform City services and employees necessary to operate any department, classification, or division..
6. To determine the organization of the Department.
7. To select who will be hired or not hired.
8. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
9. To establish and revise safety standards.
10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
11. To establish or modify job duties and classifications; provided however, the City agrees to negotiate the pay rate for new job classifications within the BPCSA, and to recognize that newly created positions are governed by this Agreement if they share a community of interest with the BPCSA.
12. To establish, modify, change and discontinue performance standards, including quality standards.

13. To examine, classify, promote transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
14. To determine, establish, set and implement policies for the selection, training, and promotion of employees, consistent with the Civil Service Act.
15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of processes, production, maintenance, service, or facilities.
24. To control the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.

25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of the Department, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
28. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments, consistent with the Civil Service Act.
29. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances.

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of any ambiguity between this Article and another Article of this Agreement, the terms of this Article will control. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5. This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

ARTICLE 34

TAKE HOME CARS

SECTION 1. Take Home Cars shall be assigned in the Chief's discretion. The primary criteria to be used by the Chief when assigning take home cars is the performance of job duties during the employee's off duty hours.

IN WITNESS THEREOF, THE PARTIES HERETO have executed this Agreement on the ____ day of _____, 2024.

CITY OF BELLEVUE

BELLEVUE POLICE COMMAND STAFF
ASSOCIATION/FOPL LODGE 59

MAYOR



PRESIDENT

Approved by the Bellevue City Council on this ____ day of ____, 2024.

ATTEST

CITY CLERK

APPENDIX I

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Print last name, first name, middle name)

Classification: _____

Social Security
Number: _____

TO THE CITY OF BELLEVUE

Effective the ___ day of _____ 20____ hereby request and authorize you to deduct from my earning on the first payroll period of each month, a sufficient amount to provide for the regular payment of the rate of month BPCSA dues as certified by the BPCSA. The amount deducted shall be paid to the Bellevue Police Command Staff Association bank account. The authorization shall remain effective unless determined by me by written notice to the City.

Signature: _____

Address: _____

City: _____

State: _____

Date: _____

APPENDIX II

INSURANCE POLICY

The Group Medical Insurance Plan, as written for employees, is incorporated by reference into this Agreement. The Group Dental Plan, as written for employees of the City, is incorporated by this reference into this Agreement. The Life Insurance Plan, as written for employees of the City, is incorporated by this reference into this Agreement. The Long Term Disability Insurance Plan, is incorporated by this reference into this Agreement.

APPENDIX III
WORK SCHEDULE FOR
12 HOUR DUTY SHIFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 WORK	2 OFF	3 OFF
4 OFF	WORK	6 WORK	7 OFF	8 OFF	9 WORK	10 WORK
11 WORK	12 OFF	13 OFF	14 WORK	15 WORK	16 OFF	17 OFF
18 OFF	19 WORK	20 WORK	21 OFF	22 OFF	23 WORK	24 WORK
25 WORK	26 OFF	27 OFF	28 WORK	29 WORK	30 OFF	31 OFF

August 29th, 2024

Administrators Report

- A NC3 bi-weekly project meeting.
- Meeting with city realtor to negotiate agreements with tenants for Longo Drive and Wall Street.
- Entertainment District meetings.
- Meeting with track and casino developers.
- United Cities Meeting.
- PHFADA board meeting for NC3 project.
- Meeting with BPD union.
- Meeting with BPCSA union.
- Weekly discussions on legislative issues with United Cities.
- Meeting to discuss Library transition.
- Meeting with Cordia for district energy plan.
- Multiple budget meetings.
- Inland Port meeting.
- Storm disaster recovery from July windstorm.
- Premier Sports Village meeting.
- Several individual meetings with citizens to solve concerns with infrastructure.
- Appreciation luncheon for streets and parks employees.
- Appreciation lunch for P&I.
- Fire Dept graduation ceremony.
- Several meetings with developers on site use, etc..
- Bellevue Chamber leadership class presentation.
- Meeting with EPA for site clean-up.

Permits:

No monthly report available for inspections/permitting due to staff's availability to do so.

Due to the recent storm activity, the Permits Department has seen their requests for permitting and inspections skyrocket in recent weeks. We are implementing temporary measures to try to deal with the additional workload, such as: overtime, hiring two additional temporary building inspectors for a period of 90 days, adjusting front counter hours to allow staff to focus solely on permitting as needed, and training for an online permitting software. Addition measures will continue to be discussed and implemented as necessary. We appreciate the Permits Department staff for their hard work, as well as the public's patience as we navigate the additional workload.

CITY OF BELLEVUE
ADMINISTRATION REPORT

Planning:

- Continued work on the Comp Plan update
- Met with a commercial developer
- Conducted a pre-app with an industrial developer.
- Finalized the Capital Improvement Plan

Police See (Attached)

Library (See Attached)

Fire (See Attached)

Public Works (See Attached)

BELLEVUE POLICE DEPARTMENT

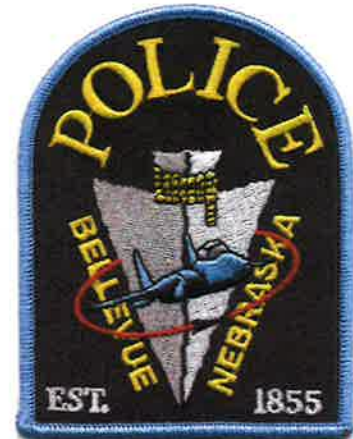
MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: August Directors Report

DATE: August 27, 2024



- 8/01 – Storm response coordination call – Jesse Eret
- 8/02 – Storm response coordination call – Jesse Eret
- 8/05 – Mayor’s Youth Council coordination meeting
- 8/06 – Budget Committee Meeting
 - City Council Meeting
 - National Night Out
- 8/09 – SDLEA Director’s Meeting
- 8/12 & 13 – National Criminal Justice Association Conference
- 8/16 – Police Chiefs Association of Nebraska update
- 8/23-25 – Defenders of Freedom Air and Space Show
- 8/26 – Welcome Ceremony – lateral officers
- 8/27 – BPCSA contract negotiations
- 8/28 – NLETC Accreditation meeting
- 8/29 – Chief Master Sgt. Royster retirement – 55thSF



We Influence The World!

City of Bellevue
Library

1003 Lincoln Road • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 8/28/2024

- The 2024 Children's and Young Adult Summer Library programs (SLPs) wound up on July 31. All activity and reading challenge prizewinners were drawn and notified. The Kids Cruisin' Kitchen meal program, provided by the Salvation Army and hosted at the library, concluded on Friday, Aug. 2.
- The Bellevue Library Advisory Board held their regular monthly meeting on Wednesday, Aug. 21. Among agenda items the Board reviewed and approved the Policy on Search Warrants and Subpoenas for Library User Information. They also reviewed and approved revisions to the Holds Policies and the Internet and Computer Use Policies. In other business, they were updated on the Nebraska Library Association fall conference early bird registration and reviewed *Library Closure Frequently Asked Questions* (FAQs) that staff have prepared for the public in advance of the library's move to its new location at 2206 Longo Drive. The library will be closed to the public after Aug. 30, will be moving during the month of September, and will reopen for business on Monday, Oct. 7.
- The Bellevue Library Foundation met on Thursday, Aug. 8. A recent book sale by the Foundation netted about \$1,800. The book sale room closed Aug. 19 to give volunteers an opportunity to pack and prepare for the move to the new building.
- The Children's Department kicked off their 2024-25 School Year Reading Challenge on Aug. 1. There are two age-based levels: Early Literacy (for birth through Pre-K) and School Age (Grades K-6). Both groups will use reading logs to mark their progress. The Early Literacy participants and their families will track number of books read, while the School Age children and their families will track the number of pages read. Both age levels receive incentives for reaching certain levels during the course of their year.
- During the month of August, the Adult Services Department hosted three self-defense classes and held a Beaded Garden Art class. An open house for the Makerspace was held on Aug. 12. As part of the annual Arrows to Aerospace celebration, they hosted Jeff Barnes, Nebraska author, with support from Humanities Nebraska. A good crowd was on hand to hear his presentation on "The Queen's Road: Nebraska's Bumpy Ride to Statehood."
- The Children's department hosted the library's annual National Night Out event on Tuesday, Aug. 6, with firefighters and police staff stopping by to visit. There was a bounce house provided by Roger Cox of the BPD, and bicycle safety helmets were distributed through the Sarpy County Safe Kids organization. Junior Friends assisted at the event.
- Following the storm on July 31, the library was able to serve as a cooling location with power for charging and Internet access for the community. Staff placed power strips around the building and set up extra tables on the main floor and the meeting rooms to assist the public.



City of Bellevue

Fire Department

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Bellevue Fire Department Council Report

Report Date 8/27/2024

A. General Items:

- QA/QI
- Preparing for fall HS football game standbys (games start this week)
- Continuing to make modifications to ePCR now that Papillion Fire is no longer sharing the system
- Drafting bulletin for handling of expired supplies
- Communication preparing for library move.
-

B. Training:

- Physician led education for all shifts starts this week (run reviews)
- Fire Apparatus Engineer class to start in September
- Elevated master stream review
- School bus extraction review.

C. Inspections:

- Plan review suppression hood 4001 Harrison St.
- Plan review trash enclosure 2306 Towne Center Dr.
- Fire alarm plan review 13904 S. 36th St.
- Fire alarm plan review 10104 Ceder Island Rd.
- Underground tank inspection Baker's gas station 803 Galvin Rd.
- Fire alarm plan review 801 Galvin Rd. Bakers.



City of Bellevue

Fire Department

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D. Calls: July 29th through August 26th

Fire – 173

Rescue - 463

E. Ambulance Billing

July 1-31, 2024

\$ 319,392.20 in claims were sent to health insurance companies (359 insurance claims).
<\$143,726.49 approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$319,392.20)

=====

\$ 175,665.71 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$149,841.04 deposited into the bank July 1-31, 2024

10,097.72 additional revenue in Credit/Debit/HSA card payments

=====

\$159,938.76 TOTAL July 1-31, 2024 rescue fee revenue

\$340,123.10 This figure represents the total “patient responsibility” balance due for the past 30-180 days.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 7/29/2024 through 8/4/2024

Monday	AM	E1, E21	3 Person	
Monday	PM	E1, T31	3 Person	
Tuesday	AM	E21	3 Person	
Tuesday	PM	E21	3 Person	
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1, E21, T31	3 Person	No EMS
Thursday	PM	E21, T31	3 Person	
Friday	AM	E1, E21	3 Person	
Friday	PM	E1	3 Person	
Saturday	AM	E1, E21, T31, E41	3 Person	No EMS
Saturday	PM	T31, E41 3 Person, E21 Closed		
Sunday	AM	E41	3 Person	
Sunday	PM	E41	3 Person	

Staffing Report from 8/5/2024 through 8/11/2024

Monday	AM	E1, E21, T31, E41	3 Person	
Monday	PM	E1, E21, T31, E41	3 Person	
Tuesday	AM	T31, E41	3 Person	
Tuesday	PM	E21, E41	3 Person	
Wednesday	AM	E1, E21, T31, E41	3 Person	
Wednesday	PM	E1, E21, T31	3 Person	
Thursday	AM	E41	3 Person	
Thursday	PM	T31, E41	3 Person	
Friday	AM	E1, E21, T31, E41	3 Person	
Friday	PM	E1, E21, T31	3 Person	
Saturday	AM	E41 3 Person, T31 Closed		
Saturday	PM	E21, E41 3 Person, T31 Closed		
Sunday	AM	E1, E21, E41	3 Person	
Sunday	PM	E1	3 Person	

Staffing Report from 8/12/2024 through 8/18/2024





City of Bellevue

Fire Department

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Monday	AM	E1, E21, T31	3 Person	
Monday	PM	E1, E21, T31, E41	3 Person	
Tuesday	AM	E1, E21, T31, E41	3 Person	
Tuesday	PM	T31, E41	3 Person	
Wednesday	AM	E1, E21, T31, E41	3 Person	
Wednesday	PM	E21, T31, E41	3 Person	
Thursday	AM	Full		
Thursday	PM	E21	3 Person	
Friday	AM	E1	3 Person	
Friday	PM	E41	3 Person	
Saturday	AM	E21, E41	3 Person	
Saturday	PM	E21	3 Person	
Sunday	AM	E1, E21, E41	3 Person	
Sunday	PM	E1, E21, E41	3 Person	

Staffing Report from 8/19/2024 through 8/25/2024

Monday	AM	Full		
Monday	PM	T31	3 Person	
Tuesday	AM	Full		
Tuesday	PM	T31	3 Person	
Wednesday	AM	E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, E21	3 Person	
Thursday	PM	E1, E21	3 Person	
Friday	AM	E41	3 Person	
Friday	PM	E21, E41	3 Person	
Saturday	AM	E1, E21, E41	3 Person	No EMS
Saturday	PM	E1, E21, T31	3 Person	No EMS
Sunday	AM	E1, T31, E41	3 Person	
Sunday	PM	E1, T31, E41	3 Person	



Public Works Director's Report August 30, 2024

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Reviewing Engineering documents for New Library Project, construction nearly completed, furniture and IT being installed.
- Attended Comprehensive Plan and Long Range Transportation Plan Stakeholders meeting.
- Finalizing Public Works 24/25 C.I.P.
- Reviewing documents and coordinating progress of Aquatic Park
- Reviewing engineering proposal for temporary signal at Childs Road and Fort Crook Road.

Engineering:

- Various project management projects
 - District III Fire Station, Window Replacement, Under Contract
 - 2024 Asphalt Overlay Program, Under Construction
 - Library Rehab. Project ongoing, anticipate completion late summer 2024
 - 2024 Concrete Rehab. Under Construction
 - 2024 CDBG Project, Under Construction
 - Restroom Restoration
 - Washington Park, Under Construction
 - Stonecroft Park, Under Construction
 - Numerous other future projects drainage/traffic studies, etc.
 - Fairview and Ft Crook Road
 - Fort Crook Road signals
 - Drainageway Studies
 - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Summer programs completed



City of Bellevue

Public Works Department

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- Fall Recreation Programs underway
- Mowing operations
- Tree Maintenance and Trimming in misc. parks
- 2024 Construction projects are awarded and underway
- Trail reconstruction completed in Twin Ridge II Park and College Heights Park
- Pools Season closed, winterization of pools ongoing.

Street Maintenance:

- Pothole repairs around town
- Reordering sand gravel and salt following winter operation
- ROW mowing ongoing
- Sign and signal repairs
- Concrete and Asphalt repair work

Waste Water:

- Lift station inspections
- Preparing State Reports
- South Lift Station Work mostly complete
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Preventative maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Monitor Construction work of the new Library





City of Bellevue

Public Works Department

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- Typical maintenance all city facilities

