

Bellevue City Council Meeting ++ Amended Agenda++

Tuesday, September 2, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive.
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 19, 2025 City Council Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Grow Sarpy 2nd Quarter Update - Lisa Scheve, Executive Director Grow Sarpy.
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Corbin Delgado as manager for Snap Productions located at 2221 Thurston Circle, Bellevue, NE 68005. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4192: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee) (**Request Council to postpone public hearing to the September 16, 2025 meeting**)
 - b. Ordinance No. 4193: Compensation Ordinance as Updated. (HR Director)
 - c. Ordinance No. 4194: Request to amend Section 5.17, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay. Applicant: Great Lakes Capital. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4195: An ordinance authorizing the issuance of general obligation bonds for certain improvement districts in and for the City of Bellevue, in an amount not to exceed \$35,000,000.00. (Finance Director)
 - b. Ordinance No. 4196: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limites but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
 - a. ++ Resolution No. 2025-18: Amend Master Fee Schedule regarding watershed fees, trash hauling permit fee, pawnbrokers fees and event fees. (City Clerk)
 - b. Resolution No. 2025-19: To authorize the City of Bellevue's participation in the national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus and authorize the Mayor to sign. (Legal)

16. CURRENT BUSINESS:

- a. Approve and authorize the Mayor to sign the Subordination Agreement for Community Development Block Grant (CDBG) Deed of Trust Instrument Number 2024-10785 with Marathon Equity, LLC. (CDBG Program Specialist/Finance Director)
- b. Approve and authorize the Mayor to sign the Tri-Mutual Aid Interlocal Agreement with the entities who comprise the Tri-Mutual Aid Fire Fighters Association, for a ten-year term ending September 30, 2035. (Fire Chief)
- c. Approve and authorize the Mayor to sign the Quote to purchase a Material Screener/Sifter from Orbit Screens, in an amount not to exceed \$107,310.00. (Public Works Director)
- d. Approve and authorize the Mayor to sign a Proposal to purchase a new Rotary 2 Post Aboveground Turf Lift from Danielson Tech Supply for Goldenrod Shop, in an amount not to exceed \$14,127.54. (Public Works Director)
- e. Approve and authorize the Mayor to sign the GIS Interlocal Agreement between the cities of Gretna, Papillion, Bellevue, LaVista, and Springfield and Sarpy County and the Papio Missouri River Natural Resource District for the GIS funding, in an amount of \$79,926.00 - FY2026. (Public Works Director)
- f. Approve and authorize the Mayor to sign the Agreement with JEO Consulting Services for the Daniels Farm Recreation Area Study (Quail Creek Dam), in an amount not to exceed \$30,000.00. (Public Works Director)
- g. Approve and authorize the Mayor to sign a Temporary Construction Easement for Tract 8 (Lot 13) located at 13106 S. 24th Street for the Whitted Creek 25th Street, Lynnwood to Blackhawk, Rehabilitation Project, in an amount not to exceed \$910.00. (Public Works Director)
- h. Approve and authorize the Mayor to sign a Temporary Construction Easement on Tract 1 located at 802 Cary Street for the Fort Crook & Cary Street Box Culvert Repair and Rehabilitation Project, in an amount not to exceed \$2,150.00. (Public Works Director)
- i. Approve and authorize the Mayor to sign Amendment #3 to the Engineering Services Agreement with HDR Engineering for the Entertainment District Improvements - Prairie Hills, in an amount not to exceed \$45,050.00. (Public Works Director)
- j. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Omaha Public Schools for the School Resource Officer Program, effective August 1, 2025 to July 31, 2028. (Police Chief)
- k. Approve and authorize the Mayor to sign the Civilian Employees Association of Bellevue (CEAB) Collective Bargaining Agreement for the term of October 1, 2025 through September 30, 2026. (Administration/HR Director)
- l. Approve and authorize the Mayor to sign the Collective Bargaining Agreement with the International Association of Firefighters Local 4906 (IAFF) for the term of October 1, 2025 through September 30, 2026. (Administration/HR Director)
- m. ++ Approve proposal from American Golf Design & Installation for Aspen Park Disc Golf Course Renovation Project, in an amount not to exceed \$18,500.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(August report is attached to Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
9/2/2025

Bellevue City Council Meeting, August 19, 2025, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the August 19, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

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, on the NE Public Notices website, posted and put on city website, 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

Mayor led in the Pledge of Allegiance. Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Casey, to approve the consent agenda consisting of the following items: Acknowledge receipt of the July 24, 2025 Planning Commission Minutes; Approval of the August 5, 2025 City Council Minutes; Authorize staff to pay claims pertaining to the 2024-2025 Fiscal Year Budget, ending September 30, 2025; Acknowledge receipt of July 8, 2025 Tree Board Minutes; Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; and Approve the updated Purchasing Policy Procedures, updated on May 8, 2025. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS:

Presentation on Bellevue Bay Indoor Waterpark Project (Economic & Community Development Director)

Mr. Harrison Johnson, Economic & Community Development Director, provided a presentation on Bellevue Bay Indoor Waterpark Project. He noted NDOT recently approved the northern permit to remove the surcharge, and Good Life District Approval and Defense. He explained the funding of the project's primary tool is the Good Life Occupation Tax. Mr. Johnson addressed the return on investments, stating there is an estimated \$15,500,000 net revenue over five-year period. He provided a map of the layout of the Bellevue Entertainment District. Discussion followed.

Presentation on the Proposed 2025-2026 Budget. (Finance Director)

Mr. Rich Severson, Finance Director and Treasurer, provided a presentation on the Proposed 2025-2026 Budget.

Mr. Rich Severson, Finance Director, presented the FYE Preliminary Budget Summary. He provided information on the projected beginning cash, revenues, resources available, expenditures, and ending budgeted cash. He spoke on capital spending and department spending. He advised the information in this presentation will be available on the city's website tomorrow.

Mr. Jason Tordoff, Assistant Finance Director, explained the General Fund. He explained about 40% goes to the Public Works Department budget, 25% to Public Safety, 20% for Bellevue Bay Waterpark, 13% supports general operations of the government. He provided a description of the General Funding Spending and General Fund Revenue. Mr. Tordoff provided an explanation on property tax levy by tax authority and capital expenditure by funding source.

MINUTE RECORD

Bellevue City Council Meeting, August 19, 2025, Page 2

Mr. Severson explained the information will be on the city's website. He advised there will be a public joint meeting at Bellevue University at 6:30 p.m. on September 18, 2025. He advised tonight is the first reading of the ordinance and the second reading and public hearing will be held at the next Council meeting scheduled for September 2, 2025.

Discussion followed the presentation provided by Mr. Severson and Mr. Tordoff.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4188: Request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370. (Planning Director)

Ordinance No. 4188: 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 South 42nd Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Casey, seconded by McCaw, to approve Ordinance No. 4188: Request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370.

Councilwoman Welch explained why she would be voting no on this ordinance.

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

Request to Preliminary Plat Lots 1 through 7, Inclusive, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370.

Motion was made by McCaw, seconded by Casey, to approve the Request to Preliminary Plat Lots 1 through 7, Inclusive, and Outlots A and B, Quail Crossing. Applicant: Quail Crossing, LLC. General Location: 42nd Street and Hwy 370. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: Welch; abstain: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4192: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill. (Budget Committee)

Ordinance No. 4192: 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 only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 2, 2025.

Ordinance No. 4193: Compensation Ordinance as Updated. (HR Director)

Ordinance No. 4193: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City' fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4174; and providing for an effective date was read by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 2, 2025.

MINUTE RECORD

Bellevue City Council Meeting, August 19, 2025, Page 3

Ordinance No. 4194: Request to amend Section 5.17, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay. Applicant: Great Lakes Capital. (Planning Director)

Ordinance No. 4194: An ordinance to amend Section 5.17 of the City of Bellevue, Nebraska zoning ordinance regarding the Planned Subdivision District; to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on September 2, 2025.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2025-16: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2025. (City Clerk)

Motion was made by Casey, seconded by Collins, to approve Resolution No. 2025-16: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2025.

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

Resolution No. 2025-17: Approve grant application to the NE Game and Parks for the American Heroes Park Improvement project and authorize the Mayor to sign. (Public Works Director)

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

No one 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 Preister, seconded by McCaw, to approve Resolution No. 2025-17: Approve grant application to the NE Game and Parks for the American Heroes Park Improvement project and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY 25/26, in an amount not to exceed \$22,500.00. (Risk Manager)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY 25/26, in an amount not to exceed \$22,500.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve the purchase of a 2025 Etnyre ECS400 Crack Sealer from Road Builders Machinery and Supply, priced per Sourcewell Contract, in an amount not to exceed \$81,500.00. (Public Works Director)

Motion was made by Welch, seconded by Collins, to approve the purchase of a 2025 Etnyre ECS400 Crack Sealer from Road Builders Machinery and Supply, priced per Sourcewell Contract, in an amount not to exceed \$81,500.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign a Proposal to purchase a new flagpole to replace the existing pole at Washington Park, in an amount not to exceed \$15,489.00. (Public Works Director)

Motion was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign a Proposal to purchase a new flagpole to replace the existing pole at Washington Park, in an amount not to exceed \$15,489.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Change Order #1 and the Notice to Proceed with Sak Construction, LLC for the additional work on the Olde Towne Cured-in-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$811,795.50. (Public Works Director)

Motion was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign Change Order #1 and the Notice to Proceed with Sak Construction, LLC for the additional work on the Olde Towne Cured-in-Place-Pipe (CIPP) Rehabilitation Package, in an amount not to exceed \$811,795.50. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 19, 2025, Page 4

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports
(August report will be attached to the September 2nd Council Packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:04 p.m.

Roll call vote to approve the adjournment was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw 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 City Council on August 19, 2025; 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

6.
9/2/2025

CLAIMS FOR 2025/09/02 COUNCIL MEETING

PAGE 1

CITY ADMINISTRATOR

CURB	PC-CAB FARE-H JOHNSON	155.21
DOUBLETREE SUITES BY HILTON	PC-LODGING-H JOHNSON	138.73
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE307746	78.61
HOTELS.COM	PC-LODGING FOR ICSC-KING	497.54
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-A LUONG	1,050.00
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-C SCHROEDER	1,050.00
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-H JOHNSON	1,050.00
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-J BROWN	1,050.00
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-M ALBERTINE	2,077.25
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-T ZUK	1,050.00
INT'L CONF OF SHOPPING CENTERS	PC- 2025/05/18-2026/05/17 ICSC MEMBERSHIP-H JOHNSON	300.00
INT'L CONF OF SHOPPING CENTERS	PC- 2025/05/18-2026/05/17 ICSC MEMBERSHIP-M ALBERTINE	175.00
INT'L CONF OF SHOPPING CENTERS	PC-2025/05/18-2026/05/17 ICSC MEMBERSHIP-A LUONG	300.00
INT'L CONF OF SHOPPING CENTERS	PC-2025/05/18-2026/05/17 ICSC MEMBERSHIP-C SCHROEDER	300.00
INT'L CONF OF SHOPPING CENTERS	PC-2025/05/18-2026/05/17 ICSC MEMBERSHIP-J BROWN	300.00
INT'L CONF OF SHOPPING CENTERS	PC-2025/05/18-2026/05/17 ICSC MEMBERSHIP-M ALBERTINE	300.00
INT'L CONF OF SHOPPING CENTERS	PC-2025/05/19-2026/05/18 NEXTGEN MEMBERSHIP-KING	175.00
INT'L CONF OF SHOPPING CENTERS	PC-ICSC FULL PROGRAM-KING	1,525.00
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	27.40
OMAHA EPPLEY AIRFIELD	PC-PARKING-H JOHNSON	280.00
OPENAI	PC-2025/05/30-06/29 CHATGPT PLUS SUBSCRIPTION	20.00
SOUTHWEST AIRLINES	PC-AIRFARE, EXCESS BAGGAGE FEE-H JOHNSON	886.96
SOUTHWEST AIRLINES	PC-AIRFARE FOR ICSC-KING	1,177.96
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	62.58
WSJ/BARRONS SUBSCRIPTION	PC-2025/05/31M WSJ SUBSCRIPTION	58.84
WSJ/BARRONS SUBSCRIPTION	PC-2025/06/30M WSJ SUBSCRIPTION	58.84
		<u>\$ 14,177.87</u>

LEGAL

CAPITAL BUSINESS SYSTEMS, INC	2025/07/07-08/06 COPIER EXPENSE	17.10
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE307746	13.87
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	4.83
NEBRASKA STATE BAR ASSOCIATION	PC-2025 CITY ATTORNEYS SEMINAR-KING	124.83
NEBRASKA.GOV	PC-CASE LOOKUP FEES	8.00
THOMSON REUTERS - WEST	PC-2025/04/30M ONLINE SOFTWARE SUBSCRIPTION	471.24
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	32.15
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	56.08
		<u>\$ 728.10</u>

CABLE ADVISORY

AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2023/01/01-08/14 LICENSE ADJ FEE	18.75
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2024/01/01-08/14 LICENSE ADJ FEE	8.75
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2024/08/15-12/31 MUSIC LICENSE FEE	162.75
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2025/01/01-08/14 MUSIC LICENSE FEE	271.25
CIVICPLUS, LLC	2025/07/01-2026/06/30 WEBSITE SUBSCRIPTION	59,847.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE307746	69.36
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	24.17
THE BANH MI SHOP	PC-CHARGES REIMB BY PHIL	136.83
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	26.72
		<u>\$ 60,585.76</u>

MINUTE RECORD

CLAIMS FOR 2025/09/02 COUNCIL MEETING

PAGE 2

CITY CLERK

COLUMN SOFTWARE, PBC	PC-LEGAL AD	72.00
COLUMN SOFTWARE, PBC	PC-CREDIT-LEGAL AD	(45.60)
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE307746	120.23
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	41.90
MMC CONSULTING LLC	REFERENCE MANUAL, SHIPPING	415.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	20.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	27.12
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		\$ 651.63

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, FIRST AID SUPPLIES	358.83
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE307746	101.73
LEAGUE OF NEBRASKA MUNICIPALITIES	PC-2025 LEAGUE CONF-SEVERSON-DUP PMT REFUND 2025/07/29	552.00
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	35.45
NEBRASKA BOARD OF PUBLIC ACCOUNTANTS	PC-2025/07/01-2027/06/30 MEMBERSHIP RENEWAL-SEVERSON	90.00
PRIMA	PC-2025 PRIMA INSTITUTE-S HOUGHTALING	1,125.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	73.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	127.88
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		\$ 2,464.68

LIBRARY

HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE201515	0.00
ABE BOOKS	PC-BOOK	101.58
AMAZON.COM, LLC	PC-30 GAL REUSABLE CONTAINERS, OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS, BOOKS, SAFETY CONES	3,669.81
AOI CORPORATION	FURNITURE FOR COMPUTER LAB	2,678.24
CAPITAL BUSINESS SYSTEMS, INC	2025/07/10-08/09 COPIER EXPENSE	271.36
CENGAGE LEARNING, INC	BOOK	31.19
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	122.50
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
COX BUSINESS SERVICES	2025/08/09-09/08 MONTHLY SERVICE	410.00
HOSTGATOR.COM	PC-2025/05/26-06/25 MONTHLY DOMAIN MAINTENANCE	87.99
INGRAM LIBRARY SERVICES LLC	BOOKS	1,852.77
MIDWEST TAPE	DVD'S	149.94
OVERDRIVE, INC	DIGITAL CONTENT	1,000.00
QUADIENT FINANCE USA, INC	2025/07/31M LIBRARY NEOSHIP	784.62
QUADIENT LEASING USA, INC	PC-2025/06/08-09/07 POSTAGE METER LEASE	282.33
TUTTLE TWINS	PC-BOOKS	97.75
UMB BANK - TRUST OPERATIONS	COPS 2022A TE \$1,900,000 DTD 2022-03-15	25,500.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	77.18
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	98.98
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		\$ 37,234.24

ADMINISTRATIVE SERVICES/PERSONNEL

HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE307746	78.62
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	74.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	97.39
CANTH AWARDS	PC-RETIREMENT CLOCK-D VAN HORN	80.25
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	27.40
COLUMN SOFTWARE, PBC	LEGAL AD	9.82
IDEAL PURE WATER COMPANY	BOTTLED WATER	37.00
PRECISE MRM LLC	2025/06/30M FLAT DATA PLAN	69.00
PRECISE MRM LLC	2025/05/31M FLAT DATA PLAN	69.00
PRECISE MRM LLC	2025/01/31M FLAT DATA PLAN	69.00
THINK AKSARBEN LLP	FIT FOR DUTY ASSESSMENT FTFF	1,286.00
TRISTAR CLAIMS MANAGEMENT SERVICES	2025/07/31M WORKERS COMP CLAIMS	1,695.28
UKG INC	2025/07/31M USAGE OVERAGE FEES	3,205.61
UKG INC	SERVICE REQUEST FIXED FEE	1,320.00
		<hr/>
		\$ 8,118.43

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CODE ENFORCEMENT

CNA SURETY DIRECT BILL	PC-2025/06/22-2029/06/22 RENEW NOTARY-BOCKMAN	40.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE195089	1.09
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	13.93
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LIFE	57.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LTD	72.31
		<u>72.31</u>
		\$ 185.13

PUBLIC WORKS

CARHARTT, INC	PC-CREDIT-REFUND TAXES PD 2025/05/10	(53.55)
COLUMN SOFTWARE, PBC	PC-LEGAL AD	134.71
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE195089	1.84
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS FY 2025 THRU 2025/08/01	2,548.75
LAUREL GARDNER	REIMB LOCAL MILEAGE 64.6 MILES @.70	92.29
MCL CONSTRUCTION	2025/07/31 BELLEVUE BAY INDOOR PARK	127,539.58
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	23.39
OLSSON ASSOCIATES	BPW-240802 BELLEVUE BAY WATERPARK SERVICES THRU 2025/08/02	90,578.59
TRISTAR CLAIMS MANAGEMENT SERVICES	2025/07/31 M WORKERS COMP CLAIMS	923.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LIFE	58.60
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LTD	92.37
		<u>92.37</u>
		\$ 221,940.24

PARKS

AMAZON.COM, LLC	PC-MULCH GLUE	119.99
A-RELIEF SERVICES	2025/07/20-08/16 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2025/07/15-08/11 PORTABLE RESTROOMS-BHP	405.00
A-RELIEF SERVICES	2025/07/08-08/04 PORTABLE RESTROOMS-AHP	1,225.88
A-RELIEF SERVICES	2025/07/12-08/08 PORTABLE RESTROOMS-CHURCH	199.00
COX BUSINESS SERVICES	2025/08/31 M MONTHLY SERVICE	107.39
CROW LAWN CARE LLC	PARKS MOWING	8,143.20
HATS OFF MOTORSPORTS	PC-ATTEMPT TO FIX BOAT MOTOR	111.90
HD SUPPLY formerly Home Depot Pro	JANITOR SUPPLIES	226.44
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE392127	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE697770	0.00
MENARDS	PC-10X10 TAMPER, TANK SPRAYER	52.94
METROPOLITAN UTILITIES DIST	2025/07/08-08/05 MONTHLY SERVICE	104.07
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	1,597.31
METROPOLITAN UTILITIES DIST	2025/07/11-08/06 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2025/07/11-08/08 MONTHLY SERVICE	174.62
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT	US HWY 34 BIKE TRAIL AND WALKING TRAIL-PHASE 2	118,407.00
SITEONE LANDSCAPE SUPPLY	ADJUSTABLE ROTOR RISERS (12)	471.61
UMB BANK - TRUST OPERATIONS	COPS 2021 TX 2021-03-15 \$4,475,000	22,307.86
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LIFE	78.55
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LTD	95.37
WESTLAKE ACE HARDWARE	PC-HOSES, SPRINKLERS	167.96
		<u>167.96</u>
		\$ 154,242.53

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RECREATION

AMAZON.COM, LLC	PC-CONCESSION SUPPLIES, CASH BOX, OFFICE SUPPLIES	278.24
AQUA-CHEM	CHEMICAL FOR POOLS	907.30
BAKERS BELLEVUE	PC-CONCESSION SUPPLIES	905.61
BELLEVUE EAST HIGH SCHOOL	TRACK CLUB EQUIPMENT	2,584.85
CAPITAL BUSINESS SYSTEMS, INC	2025/07/11-08/10 COPIER EXPENSE	71.15
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	83.39
DICK'S CLOTHING AND SPORTING GOODS	PC-BASEBALLS, T-BALLS, SOFTBALLS	1,067.73
FINISHED EDGE, INC	REPAIRS TO REC9	1,739.14
LAUREN MAASS	REIMB SWIMSUIT, LIFEGUARD CLASS	204.12
MENARDS	PC-MULCH	39.78
METROPOLITAN UTILITIES DIST	2025/07/07-08/05 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	5,410.14
METROPOLITAN UTILITIES DIST	2025/07/10-08/06 MONTHLY SERVICE	19,227.76
MIDWEST IMPRESSIONS	YOUTH SOCCER JERSEY, FLAG FOOTBALL JERSEY	3,275.40
PRIMA DISTRIBUTION	PC-CONCESSION SUPPLIES	129.63
RYAN BARTLETT	REIMB LIFEGUARD CLASS	125.00
SAM'S CLUB DIRECT	PC-CONCESSION SUPPLIES	1,307.22
STEVE'S FLOOR COVERINGS, INC	REPLACE REED CENTER TILE AND BASE-REMAING BALANCE	14,422.00
THEA FITCH	REFUND YOUTH SOCCER FEE	40.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	17.33
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	30.56
WESTLAKE ACE HARDWARE	WORK GLOVES, WEED KILLER, DUCT TAPE	51.94
	\$	51,929.97

FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-3D PRINTING FILAMENT, STICK VACUUM, OFFICE SUPPLIES, COMMERCIAL HAND DRYERS, SHOWER CURTAINS, POWER SUPPLY	1,766.79
BIG RED LOCKSMITHS	PC-CHANGE LOCK-STREET SHOP	50.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	13.18
CERRIS SYSTEMS NORTH CENTRAL, INC	INSPECT LARGE TRANE CONDENSER	4,287.10
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	107.39
DIAMOND VOGEL, INC	PC-PAINT-CONCESSION STAND	48.59
ECHO GROUP, INC	PC-RECESSED LIGHT FIXTURES-FLEET	1,085.31
FERGUSON ENTERPRISES LLC #228	PC-TOILET FLUSH VALVES-1500 WALL ST	366.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTIONS	265.00
GRAINGER	PC-2 WAY BALL VALVE-GILBERT POOL	109.23
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,592.61
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE173904	4.62
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE185987	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE197090	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE387012	26.46
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE531772	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE537731	1.26
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 ILA057815	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 ILA068052	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 ILA072249	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 NGM351570	0.00
HELM SERVICE	ZONING SYSTEM UNIT TRIPPING-DIST 1	1,451.75
JACKSON SERVICES, INC	DOOR MAT SERVICE-1500 WALL ST, LIBRARY, PW	158.35
MENARDS	PC-CLEANING SUPPLIES, FURRING STRIP, CONNECTORS, LUMBER, TOOLS, SINK FAUCET, ADHESIVE, PIPE NIPPLES, BUSHINGS, ELECTIRCAL SUPPLIES	774.26
METROPOLITAN UTILITIES DIST	2025/07/08-08/05 MONTHLY SERVICE	127.19
METROPOLITAN UTILITIES DIST	2025/07/08-08/07 MONTHLY SERVICE	50.00
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	141.71
OVERHEAD DOOR CO OF OMAHA	INSTALL 3 BUTTON SWITCH	970.00

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FACILITY MAINTENANCE (cont'd)

PROFESSIONAL GLASS TINTING	PC-OPTI 15 FILM-1510 WALL ST	326.07
S & W FENCE, LLC	REPAIR FENCE-GILBERT POOL	525.00
SHERWIN WILLIAMS CO	PC-PAINT-BALDWIN FIELD	24.84
SUN VALLEY LANDSCAPING	HERBICIDE APPLICATION-PRAIRIE	870.00
TITANIUM FIRE SPRINKLER COMPANY	MAINTENANCE	
TOTAL BLACKFLOW RESOURCES	PERFORMED 5 YEAR INTERNAL PIPE	450.00
TREES SHRUBS AND MORE	INSPECTION	
TRICO MECHANICAL SERVICES	PC-BACKFLOW TRAINING-NIEMIER	300.00
UNITED OF OMAHA LIFE INSURANCE CO	PC-MULCH	90.16
UNITED OF OMAHA LIFE INSURANCE CO	THERMOSTAT, TRANSFORMER-DIST 4	593.08
WESTLAKE ACE HARDWARE	2025/07/31M LIFE	67.72
	2025/07/31M LTD	83.89
	PC-DRILL BITS, CLEANING SUPPLIES, GARBAGE	224.37
	CANS, SPRAY PAINT, VALVES, BATTERIES	
		\$ 16,951.93

CEMETERY

BEST CUT LAWN CARE	CONCRETE SIDEWALK, PARKING PAD	12,775.00
CERTAPRO PAINTERS	PAINT CEMETERY HOUSE	3,595.50
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	83.39
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE147557	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE213015	0.00
J & J SMALL ENGINE SERVICE	PC-TRIMMERS	499.98
METROPOLITAN UTILITIES DIST	2025/07/08-08/05 MONTHLY SERVICE	96.50
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	20.46
TREES SHRUBS AND MORE	PC-MULCH, ANNUALS	53.88
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	22.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	26.99
		\$ 17,173.93

STREETS

AMAZON.COM, LLC	PC-WIRELESS MOUSE, BATTERIES	92.55
AVERY RENTS	PROPANE FOR ASPHALT TACK	84.35
CAPITAL BUSINESS SYSTEMS, INC	2025/07/12-08/11 COPIER EXPENSE	25.72
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	2025/07/09-07/24 ROW MOWING-CYCLE 6	10,982.88
DREFS TREE SERVICE	TREE REMOVAL-1508 BRYAN AVE	2,100.00
DREFS TREE SERVICE	TREE REMOVAL-120 LAFAYETTE LANE	3,100.00
DREFS TREE SERVICE	TREE REMOVAL-1406 HANCOCK	3,100.00
DREFS TREE SERVICE	CUT OUT DAMAGED LIMBS-2031 CALHOUN	480.00
DREFS TREE SERVICE	REMOVE TREE-2105 VAN BURREN	940.00
DREFS TREE SERVICE	CUT OUT TREE-711 BELLEVUE BLVD	480.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE231905	0.84
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE642709	2.52
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE697769	0.00
HGM ASSOCIATES INC	BPW-240604 CULVERT WALL REPAIR THRU	312.50
IA/NE CONCRETE PRODUCTS	2025/07/31	
LOGAN CONTRACTORS SUPPLY	CONCRETE	18,644.50
MENARDS	PC-CONCRETE CURE COMPOUND, MONOFILM	382.75
	CONCENTRATE	
	PC-LUMBER, FILTERS, COUPLINGS, STEP	407.96
	LADDER, DRILLING HAMMER, HAND CLEANER,	
	SPRAY HEAD	
METROPOLITAN UTILITIES DIST	2025/07/07-08/05 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/07/08-08/05 MONTHLY SERVICE	172.17
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	237.05
METROPOLITAN UTILITIES DIST	2025/07/09-08/06 MONTHLY SERVICE	274.78
METROPOLITAN UTILITIES DIST	2025/07/11-08/11 MONTHLY SERVICE	54.73
MICHAEL TODD INDUSTRIAL SUPPLY	LANE REDUCTION ARROW STENCIL	214.29

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STREETS (cont'd)

MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240124 WHITTED CREEK 2025/06/21-08/01	22,659.22
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HTS DRAINAGE 2025/06/21-08/01	1,189.10
MOBOTREX	LED GREEN BALLS	3,300.00
NEBRASKA DEPARTMENT OF TRANSPORTATION	BPW-250105 MAPA-77 (73) CORNHUSKER RD	24,000.69
NEBRASKA IOWA INDUSTRIAL FASTENERS NL & L CONCRETE INC	PC-ZIP WHEELS CUT OFF WHEELS	214.50
	BPW-250103 CDBG SIDEWALK IMPROVEMENTS 2025/07/22-08/09	105,793.52
READY MIXED CONCRETE COMPANY	CONCRETE	21,305.86
THE SCHEMMER ASSOCIATES	BPW-250102 CONCRETE PANEL PROJECTS 2025/07/31M	19,733.25
TRISTAR CLAIMS MANAGEMENT SERVICES	2025/07/31M WORKERS COMP CLAIMS	1,563.87
UMB BANK - TRUST OPERATIONS	HWY ALLOC FD PLEDGE BDS 2021 \$5,850,000 DTD 2021-08-20	58,500.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	263.34
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	330.58
WESTLAKE ACE HARDWARE	PC-PADLOCK FOR LAKEWOOD RADAR BOX	19.99

\$ 301,249.36

FLEET MAINTENANCE

911 CUSTOM, LLC	ION T-SERIES LINEAR LIGHTS	379.96
A + UNITED RADIATOR REPAIR	DPF & DOC FILTERS, SENSORS	450.00
AGRVISION EQUIPMENT GROUP	PC-BAR OIL, CHAIN SPROCKETS, CLUTCH ASSY, FILTERS	235.41
AMAZON.COM, LLC	PC-CLOTH TOWELS, CLEANING TOWELETTES, OFFICE SUPPLIES, SOLENOID, V-BELTS, VEHICLE GUN SAFES	2,220.93
ARNOLD MOTOR SUPPLY	STEERING TIE ROD END, BRAKE PADS, ROTORS, OXYGEN SENSOR, BATTERY CLIPS	569.27
AUTOMOTIVE WAREHOUSE DIST, INC	BUSSMAN CIRCUIT BREAKERS, WEATHER STRIPS, THREADLOCKER, FUEL ADDITIVE, FITTINGS, HITCH PINS, WHEEL WEIGHTS, SERPENTINE BELT, COUPLINGS, FILTERS	777.60
BAUER BUILT TIRE & SERVICE	FIRE TRUCK STEER TIRES	2,175.72
BAXTER FORD	PC-BOLTS, RETAINERS, BRAKE PADS AND ROTORS, DOOR GLASS, SEALS, SEPARATOR, SHOCK ABSORBERS, WHEEL ASSY, SPEAKERS, SENSORS, WRENCH, FUEL PUMP, FILTERS	5,213.16
BAXTER FORD	COOLER TUBE FOR STOCK, SEAT COVER, WRENCH, SHOCK ABSORBERS, BRAKE PADS AND ROTORS, FUEL PUMP, FILTERS	3,384.68
BEARDMORE CHEVROLET	REPLACED RADIO & PROGRAMMED-CE3	752.42
BOBCAT OF OMAHA	PC-CYLINDER, TIRES, ELEMENT	2,903.13
CAPITAL BUSINESS SYSTEMS, INC	2025/06/20-07/19 COPIER EXPENSE	26.70
COLONIAL RESEARCH CHEMICAL CORP	PC-6 GAL SEWER CLEANER, FLOOR CLEANER, OIL, SUPPLIES	927.37
CORNHUSKER INTERNATIONAL TRUCKS	DOC INLET & OUTLET SENSORS, DPF TUBE, DOC TUBE ASSY, EXHAUST CLAMP, INJECTOR, FILTERS, DRAIN AIR TANK VALVE, BATTERY	12,888.32
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	107.39
DANKO EMERGENCY EQUIPMENT	CONVERSION KITS FOR WATER VALVES ON FIRE TRUCK FOR STOCK	2,235.45
DULTMEIER SALES LLC	PC-FUEL NOZZLE FOR DIESEL-PA620	212.00
DULTMEIER SALES LLC	SPRAY WAND-ST SW SHOP	71.50
DXP ENTERPRISES, INC	BEARING FOR SANDER-ST110	74.76
EDWARDS CHEVROLET-CADILLAC	T CONNECTOR-REC5	25.78
FACTORY MOTOR PARTS CO	RADIATOR CAP, GASKETS	38.97
GALVIN GLASS	WINDSHIELD REPAIR-PW200	45.90
GRAHAM TIRE COMPANY	PC-TIRES	1,600.92
GRAINGER	10 BLIND HOLD HAND KNOBS	35.68
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE262116	2.52
HEAVY DUTY SPECIALISTS	PC-HEAVY DUTY HOSE CLAMP	43.96
HENDERSON PRODUCTS, INC	2 MOTORS & PUMPS-STOCK FOR PLOW	3,966.96
HOSE & HANDLING, INC	PC-SUCTION HOSE-ST24	39.39
HOTSY EQUIPMENT CO	SQUEEGEE SET FOR SCRUBBER	158.27

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FLEET MAINTENANCE (cont'd)

IDEAL PURE WATER COMPANY	BOTTLED WATER	160.00
INLAND TRUCK PARTS CO	PC-U-JOINT, WELD YOKE, LABOR-MED31	1,131.92
INTERSTATE BATTERIES	PC-BATTERIES	627.23
JIM HAWK TRUCK TRAILERS	PC-GLADHANDS SET SUPREME, SEALS, BRAKE DRUMS, SEALS	570.80
KRIHA FLUID POWER CO	PC-AIR LINE FITTINGS, COUPLINGS, FITTINGS, TRIPLO-LOK	597.92
LIQUIDSPRING, LLC	PC-HW STEERING SERVICE KITS	373.28
MACQUEEN EQUIPMENT, LLC	PC-REGULATOR, WINDOW CHANNEL, SEAL ASSY	1,305.11
MATHESON TRI-GAS INC	2025/07/31M CYLINDER RENTAL-FAB	240.80
MENARDS	PC-30FT RATCHET STRAPS, ADJ YOKE, CIRCUIT BREAKERS, SPLICE SLEEVE, BATTERIES, PIPE NIPPLE, PUTTY, BRUSHES, WIRE ROPE	430.53
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	130.41
MURPHY TRACTOR	PC-BELT TENSIONERS, PULLEY, FLAT BELT	1,670.15
NAPA AUTO PARTS	GEAR WRENCH, GLOVES, FILTERS, FITTINGS, LAMPS, PWR STEERING FLUID, OIL, CARB CLEANER, BEARINGS, CRANKCASE FILTERS, FLEETRANNER BELT	3,307.23
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	WASHERS, TIE WRAP W/MT, CAP SCREWS, TY-RAP, BUTT CONN, DRILL BITS, SAW BLADES	778.49
OMAHA WINDUSTRIAL	PC-CREDIT-PVC PIPE-ST24A	(276.26)
O'REILLY AUTO PARTS	PC-PAG OIL	34.47
PRECISE MRM LLC	PC-2025/04/30M FLAT DATA PLAN	138.00
PROGRESSIVE BUSINESS TECHNOLOGIES	TONER CARTRIDGES	297.75
ROGER'S TOWING	PC-TOW CHARGE-PO601	100.00
SCHIMBERG COMPANY	PC-PVC PIPES-ST24	39.40
TOYNE, INC	BLOWER MOTOR, EXHAST GASKET, CLAMPS	1,667.76
TRUCK CENTER COMPANIES-OMAHA	PC-ALTERNATOR - ST63	689.56
TRUCK CENTER COMPANIES-OMAHA	MUD FLAP, FILTERS, REPL KIT WIF ASSY	363.23
TY'S OUTDOOR POWER & SERVICE	PTO CLUTCH & BELT-PA429	514.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	155.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	196.42
UPS STORE	PC-SHIPPING CHARGES-MED42	68.13
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	171.53
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS	13.58
		<u>\$ 57,061.86</u>

PLANNING

HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE195089	1.66
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	21.15
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	20.98
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	31.93
		<u>\$ 75.72</u>

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-MAGNETIC CLIPS	7.99
BELLEVUE PRINTING COMPANY	INSPECTION STICKERS LABELS	489.80
CARHARTT, INC	PC-UNIFORM CLOTHING-MCBREEN	234.41
CITY OF BELLEVUE	PC-CREDIT CARD SWIPER TEST	1.02
CITY OF BELLEVUE	PC-CREDIT-CREDIT CARD SWIPER TEST	(1.02)
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE195089	2.22
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	28.26
NORATEK SOLUTIONS INC	2025/10/01-2026/09/30 PERMITS & CONSTRUCTION LICENSE	10,698.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	82.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	107.27
		<u>\$ 11,650.94</u>

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POLICE

ABM SUPPLY	EAR CUSHIONS FOR HEADSETS, SHIPPING	213.66
ALAN BOTTJEN	REIMB TRAINING EXPENSES-MEALS, INCIDENTALS	460.60
AMAZON.COM, LLC	PC-CABLE SPLITTER, WALL CHARGER, OFFICE SUPPLIES, BATTERIES, FLASH DRIVES, WIRELESS TRANSMITTER/RECEIVER, HOOKS, LAPTOP HOLDER, UTILITY KNIFE	1,790.15
AMERICAN COUNCIL ON EXERCISE	PC-2025/05/13-06/12 TRAINING MEMBERSHIP- BANKS	34.95
ANTHROPIC PBC	PC-2025/05/16-06/16 CLAUDE PRO- JASHINSKE, J KIRWAN	40.00
ARACELI CASANOVA	REIMB FOR SHOES	154.79
AT&T MOBILITY	2025/06/22-07/21 MONTHLY SERVICE	766.76
AT&T MOBILITY-CC	2025/07/05-08/04 MONTHLY SERVICE	3,038.50
CLYDE ARMORY	PATROL RIFLES, SWAT RIFLES, RED OPTICS, MAGAZINES, SLINGS	12,675.00
CNA SURETY DIRECT BILL	PC-2025/06/03-2029/06/03 BOND RENEWAL- SCHARES	40.00
COURTYARD BY MARRIOTT	PC-LODGING FOR TRAINING-SECRIST	261.94
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/08/02-09/01 MONTHLY SERVICE	285.00
CROW LAWN CARE LLC	2025/06/17-06/30 LEGAL FEES-CODE ENFORCEMENT	256.10
CUSTOM CHALLENGE COINS.NET	PC-UPGRADE CHALLENGE COINS 3D MOLD, CUSTOM CHALLENGE COINS UPGRADE	2,063.40
EBERLESTOCK.COM	PC-RECON UTILITY POUCHES	667.05
EFFECTIVE COMMUNICATIONS INC	SOCIAL MEDIA POLICY DEVELOPMENT	997.00
EVANS CUSTOM APPAREL, INC	PC-CLOTHING FOR SDLEA-HOLWERDA	475.00
EXPEDIA	PC-RENTAL CAR-SPENCER	122.08
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	47.91
FORCE SCIENCE INSTITUTE	PC-ADVANCED INSTRUCT METHODS COURSE- STUCK	1,595.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-JIMENEZ	100.50
GREAT PLAINS UNIFORMS	LIEUTENANT BADGES	562.50
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE195089	39.39
HITOUCH BUSINESS SERVICES	20 CARTONS COPY PAPER	886.50
HOMEFRONT PROTECTIVE GROUP, INC	PC-OUTLAW MOTORCYCLE GANG EXPENSES- MONAY	95.00
HYATT REGENCY INDIANAPOLIS	PC-LODGING 2025 NAFTO CONF-REED	663.39
HYUNDAI MOTOR FINANCE	2025/08/31M LEASE PMT - HIDTA-DEA-SIMONE	720.01
J&N TACTICAL LLC	BREAK & RAKE TOOLS, POLES SLING MOUNT, RELEASE SLINGS, SHIP	6,845.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.94
JOE MILOS	REIMB TRAINING EXPENSES-MEALS, INCIDENTALS	368.00
MAGNET FORENSICS, LLC	2025/11/01-2026/10/31 MAGNET AXIOM ESSENTIALS	15,960.00
MARGARITAVILLE LAKE RESORT	PC-LODGING FOR CONFERENCE-MILOS	602.28
MATCON, LLC	2025/09/30M RENT FOR K9 BUILDING	1,300.00
MECHANIX WEAR, LLC	PC-IMPACT RESISTANT GLOVES	396.48
MENARDS	PC-100QT MARINE COOLER	195.98
METROPOLITAN UTILITIES DIST	2025/07/09-08/05 MONTHLY SERVICE	500.84
MICROFILM IMAGING SYSTEMS	2025/06/01-2025/05/30 SERVICE AGREEMENT	480.00
MICROSOFT STORE	PC-2025/05/15-2026/05/14 MICROSOFT 365 FAMILY SOFTWARE	139.09
MYZONE, INC	PC-2025/05/31M WELLNESS PROGRAM	75.00
NEBRASKA SECRETARY OF STATE	PC-2025/05/16-2029/05/15 NOTARY APPLICATION-BOYLE	32.50
NEBRASKA SECRETARY OF STATE	PC-2025/05/20-2029/05/19 NOTARY APPLICATION-ALBRECHT	32.50
NEBRASKA SECRETARY OF STATE	PC-2025/06/23-2029/06/22 NOTARY RENEWAL-GREINER	32.50
NU CPS REGISTRATION	PC-SUPERVISION OF POLICE PERSONNEL- ALBRECHT, BOYE, TREINEN	3,300.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/05/26-06/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/06/02-07/01 EVIDENCE STORAGE	164.00
PRIORITY 1 FITNESS	PC-2025/06/01-2026/05/31 ANNUAL SERVICE AGREEMENT	490.00
SAN DIEGO MARRIOTT GASLAMP QTR	PC-LODGING-SPENCER	549.56
SCOTT MILLER	REIMB TRAINING EXPENSES-MEALS, INCIDENTALS	484.71

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CLAIMS FOR 2025/09/02 COUNCIL MEETING

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POLICE (cont'd)

SHALEN SHIVERS	2025/09/08-09/19 ADVANCE PER DIEM FOR TRAINING	748.00
SIRIUS VETERINARY ORTHOPEDIC CENTER, SNIPERCRAFT MID-ATLANTIC LLC	PC-EMERGENCY SURGERY-KADO	5,001.78
TRISTAR CLAIMS MANAGEMENT SERVICES	PC-BASIC POLICE SNIPER COURSE-JARVIS, 2025/07/31M WORKERS COMP CLAIMS	1,330.00
TRI-TECH FORENSICS, INC	GUN, KNIFE, RIGLE BOXES	1,722.16
UAV COACH	PC-DRONE PILOT GROUND SCHOOL-RIDLEY	747.30
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	795.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	776.91
VERIZON WIRELESS	2025/07/24-08/23 MONTHLY SERVICE	1,896.21
VISTA PRINT	PC-BUSINESS CARDS	505.82
VOICE PRODUCTS, INC	2025/08/20-2026/08/19 RENEW SUBSCRIPTION ENGRAVING RIFLES	246.83
ZOMBIE TACTICAL		600.00
		40.00
		\$ 76,309.54

FIRE & RESCUE

A & R ENTERPRISES	REPLACE SIDEWALK RAMP, REPLACE FLAG POLE ISLAND-DIST 1	6,895.00
AIRGAS USA, LLC	OXYGEN, TEST CYLINDERS, VALVES, CYLINDER RENTAL	1,070.51
AMAZON.COM, LLC	PC-CLEANING WIPES, OFFICE SUPPLIES, GLOVES, SAFETY BOOTS, TRAINING BOOKS, VITALS NOTEBOOKS	1,847.45
BELLEVUE PUBLIC SCHOOLS FOUNDATION	REFUND FOR SERVICES	129.54
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES, MEDICAL SUPPLIES, INFECTIOUS DISEASE CONTROL	9,656.51
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2025/08/31M MONTHLY SERVICE	115.00
CREIGHTON UNIVERSITY COLLEGE OF	BLS INSTRUCTOR CARDS	100.00
DANKO EMERGENCY EQUIPMENT	DUTY BOOTS-STRACHOTA	195.00
EC DATA SYSTEMS, INC	PC-2025/05/31M SHARE OF FAX SERVER	7.95
ESO SOLUTIONS, INC	2025/09/04-12/03Q EHR & ESO INCIDENT SOFTWARE & BILLING	10,026.06
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-D MILLER, FOSTER	154.40
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE215876	0.00
HEARTLAND NATURAL GAS LLC	2025/06/30-2025/07/30 BHE235679	13.44
HILLYARD DES MOINES	CLEANING SUPPLIES	582.12
JAMES P THOMAS	REFUND FOR SERVICES	458.39
JD CASEY CO INC - WEST	PC-CARWASH SOAP	100.00
JONES & BARTLETT LEARNING LLC	TRENCH RESCUE BOOKS	419.94
LINDA DANIELS	REFUND FOR SERVICES	807.60
MARCO TECHNOLOGIES, LLC	2025/06/27-07/26 COPIER EXPENSE	64.68
MARCO TECHNOLOGIES, LLC	2025/07/02-08/01 COPIER EXPENSE	157.89
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE-TRAINING SITE, PC-CLEANING SUPPLIES, GARBAGE CANS, HOSE SUPPLIES, USB DRIVES, SPACKLE	1,380.75
MENARDS	TACTICAL RESCUE TRAINING	254.49
METROPOLITAN COMMUNITY COLLEGE	2025/07/08-08/05 MONTHLY SERVICE	31,184.00
METROPOLITAN UTILITIES DIST	2025/07/08-08/07 MONTHLY SERVICE	345.03
METROPOLITAN UTILITIES DIST	2025/07/09-08/06 MONTHLY SERVICE	399.52
METROPOLITAN UTILITIES DIST	2025/07/10-08/06 MONTHLY SERVICE	1,120.91
METROPOLITAN UTILITIES DIST	2025/07/10-08/08 MONTHLY SERVICE	275.00
METROPOLITAN UTILITIES DIST	2025/07/11-08/11 MONTHLY SERVICE	149.15
NEBRASKA TOTAL CARE	REFUND FOR SERVICES - R BERG	257.52
OFFUTT COLLISION REPAIR CENTER	REPAIR FOR 2021 FORD EXPEDITION XL-DEDUCTIBLE	208.98
S & W FENCE, LLC	REPAIR FENCE-DIST 4	5,000.00
SANDRA MAAS	REFUND FOR SERVICES	2,600.00
SFPE-GREAT PLAINS CHAPTER	PC-2025 SFPE ANNUAL CONF-GIFFORD	793.20
STERICYCLE, INC	2025/07/31M ON-SITE SHREDDING	150.00
TELEFLEX FUNDING, LLC	RESCUE EQUIPMENT & SUPPLIES	144.00
TRISTAR CLAIMS MANAGEMENT SERVICES	2025/07/31M WORKERS COMP CLAIMS	1,499.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LIFE	2,612.96
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31M LTD	616.17
VERLO COMMERCIAL SLEEP DIVISION	STATION MATTRESSES AND PADS	1,324.36
WESTLAKE ACE HARDWARE	PC-HOSE NOZZLE, BULK FASTENERS	2,417.77
ZOLL DATA SYSTEMS INC	2025/09/15-12/14Q EPCR, FRMS & TABLET PCR MAINT	33.89
		3,120.97
		\$ 88,903.93

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CLAIMS FOR 2025/09/02 COUNCIL MEETING

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NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2025/07/31M ACCT 1000 ANALYSIS CHARGE	761.38
CENTURY LINK	2025/07/04-08/03 MONTHLY SERVICE	290.64
FEDERAL EXPRESS CORPORATION	PC-SHIP WATERPARK PLACARDS TO ICSC	254.43
FOUNDERS SERIES OF LOCKTON CO, LLC	2025/08/31M WELLNESS CONSULTING FEE	1,875.00
GLOBAL EXPERIENCE SPECIALISTS	PC-2025 ICSC BOOTH FEE-ALUMINUM EASEL, POWER OUTLET, TABLES, CHAIRS	2,579.30
GREAT AMERICAN INSURANCE GROUP	2025 CROP INSURANCE	1,870.00
HEARTLAND MARKETING & COMMUNICATIONS, INC	2025/06/30-7/27 SOCIAL MEDIA CAMPAIGN	2,345.91
ABBY HIGHLAND	2025/07/31 CDBG CONSULTANT EXPENSES	1,247.50
LEAGUE OF NEBRASKA MUNICIPALITIES	2025/09/01-2026/08/31 LEAGUE OF NEB MEMBERSHIP DUES	58,895.00
MENARDS	PC-CABLE TIES-BELLEVUE ROCKS	89.97
PM AM CORPORATION	2025/07/31M - ALARM FEES	2,514.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2025/06/30M MAT SERVICE- 2087 MILES	6,915.00
SCOTT WELCH	PC-2025/06/30M WEB MAINTENANCE	125.00
UMB BANK - TRUST OPERATIONS	REFUNDING BONDS TX SERIES 2020 \$6,365,000 DTD 3/31/20	43,448.15
WESTLAKE ACE HARDWARE	PC-CABLE TIES, TRASH PICKUP TOOLS- BELLEVUE ROCKS	208.94
		\$ 123,420.22

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-ADAPTER	24.40
CITY OF OMAHA	2025 FIRE STATION ALERTING	6,000.00
HARBOR FREIGHT TOOLS	PC-HIGH VELOCITY SHOP FANS	289.78
MENARDS	PC-MEASURING WHEEL, FLAG TAPE, WIREGUARDS, ROD CLAMPS, GLOVES, TOWELS	305.23
MOTOROLA SOLUTIONS, INC	IMPRES 2 PORTABLE RADIO BATTERIES,	1,471.48
ONE CALL CONCEPTS	2025/07/31M LOCATES FOR IT	4.10
SENTINEL TECHNOLOGIES, INC	2025/07/31M FORTIS MONTHLY SERVICE & PRODUCT	5,414.77
STERLING COMPUTERS	2025/11/09-2028/11/09 FORTINET 40F SUBSCRIPTION	11,527.08
TESSCO	ACTIVE GPS ANTENNA, RACK SUPPLY, BRACKET, TRI-BAND	3,365.54
TJ CABLE	2025/07/31M LOCATES FOR IT	200.00
WASABI TECHNOLOGIES, LLC	PC-2025/04/12-05/11 MONTHLY CLOUD	162.52
		\$ 28,764.90

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	BELLEVUE BAY INDOOR WATERPARK-REIMB EXPENSES	180.23
MCL CONSTRUCTION	2025/07/31 BELLEVUE BAY INDOOR PARK	488,577.24
NORTHERN NATURAL GAS CO	RELOCATE PIPELINE-NEB48001	3,038,208.00
UMB BANK - TRUST OPERATIONS	TAX SUPPORTED MIBS 2024 \$29,390,000 DTD 2024-10-04	623,650.00
		\$ 4,150,615.47

2206 LONGO DR

NEBRASKA TITLE COMPANY	LAND SWAP-SPORTS COMPLEX-CLOSING FEE	1,059.63
NEBRASKA TITLE COMPANY	LAND SWAP-HARVELL-CLOSING FEE	2,188.50
UMB BANK - TRUST OPERATIONS	COPs 2022B TX \$2,000,000 DTD 2022-03-15	26,063.81
		\$ 29,311.94

WASTEWATER-ADMIN

AMAZON.COM, LLC	PC-CLOTH TOWELS, OFFICE SUPPLIES, V-BELTS	258.35
AMERICAN NATIONAL BANK	2025/07/31M ACCT 1034 ANALYSIS CHARGE	49.99
AT&T MOBILITY	2025/08/08-09/07 MONTHLY SERVICE	654.88
CENTURY LINK	2025/08/04-09/03 MONTHLY SERVICE	65.18
CITY OF OMAHA	2025/05/31M SEWER FEES	590,565.41

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CLAIMS FOR 2025/09/02 COUNCIL MEETING

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WASTEWATER-ADMIN (CONT'D)		
COX BUSINESS SERVICES	2025/08/04-09/03 MONTHLY SERVICE	220.00
J & J SMALL ENGINE SERVICE	PC-LAWN MOWER BELT	104.11
MENARDS	PC-AIR FRESHENER, BOTTLED WATER, EXTENSION POLE, DRILL BITS, GLOVES, TAPE MEASURE, TROWELS, SHOVELS	452.59
METROPOLITAN UTILITIES DIST	2025/07/09-08/06 MONTHLY SERVICE	226.53
NAPA AUTO PARTS	PC-BEARING, POWER STEERING FLUID	109.02 [*]
RAILROAD MANAGEMENT CO, LLC	2025/11/25-2026/11/08 RAILROAD LICENSE	2,353.85
TRACTOR SUPPLY CO	PC-UTILITY TRAILER	899.99
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LIFE	121.07
UNITED OF OMAHA LIFE INSURANCE CO	2025/07/31 M LTD	149.16
WESTLAKE ACE HARDWARE	PC-5 GAL BUCKETS, SAW BLADES	69.96
	\$	596,300.09
WW-LIFT STATION MAINTENANCE		
ELECTRIC PUMP, LLC	LEAKAGE DETECTOR UNIT, STEEL WASHERS, RINGS, KIT REPAIR, CABLE UNIT, HOUSING, IMPELLER, FREIGHT	40,727.56
HTM SALES, INC	IMPELLER, HOUSING GASKET, SEAL ASSY, SEAL HOUSINGS	4,438.00
ORTMEIER TECHNICAL SERVICE, INC	EMERGENCY POWER REPAIR-LIFT STATION #4	4,052.80
	\$	49,218.36
WW-SEWER MAINTENANCE		
ELLIOTT EQUIPMENT CO	TM SWIVEL	477.41
	\$	477.41
WW-SEWER CONSTRUCTION		
AMERICAN UNDERGROUND SUPPLY, LLC	AQUA SEAL GROUT CARTRIDGE, MIXER	1,104.32
	\$	1,104.32
WW-LIFT STATION CONSTRUCTION		
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2025/07/31M	3,277.50
	\$	3,277.50
ECONOMIC DEVELOPMENT		
GB COLLECTS	PC-CREDIT-PRAIRIE HILLS FARM AUTHORITY DIRECTORS INS	(808.00)
GB COLLECTS	PC-PRAIRIE HILLS FARM AUTHORITY DIRECTORS INSURANCE	833.86
	\$	25.86
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2025/07/31 CDBG CONSULTANT EXPENSES	4,431.25
RDG PLANNING & DESIGN, INC	CDBG-HOUSING RESILIENCE PLAN THRU 2025/07/31	46,598.47
	\$	51,029.72
FEDERAL FORFEITURES - JUSTICE FUNDS		
HILTON DALLAS LINCOLN CENTRE	PC-LODGING FOR TRAINING-PAGE	224.04
METROPOLITAN COMMUNITY COLLEGE	EMERGENCY BOAT OPERATOR RESCUE	8,750.00
	\$	8,974.04
G.O. BONDS		
UMB BANK - TRUST OPERATIONS	GO REF BDS 2020B TAXABLE \$20,055,000 DTD 2020-06-05	798,225.77
	\$	798,225.77
	TOTAL CLAIMS FOR 2025/09/02	\$ 6,962,381.39
	TOTAL PAYROLL FOR 2025/08/15	\$ 1,870,375.14

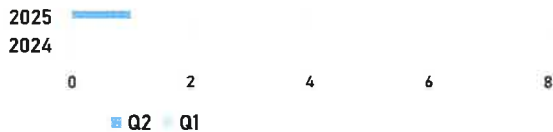


2nd Quarter 2025 Progress Report

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects

Number of Landed Projects



Capital Investment
\$100,000,000

YTD: \$100,000,000

New & Retained Jobs

0

0 New Jobs | 0 Retained Jobs



Project Pipeline

1 Prospect Visits - Q2

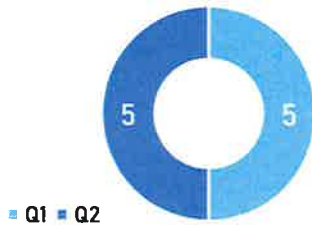
YTD: 2

3 Headquarter Visits - Q2

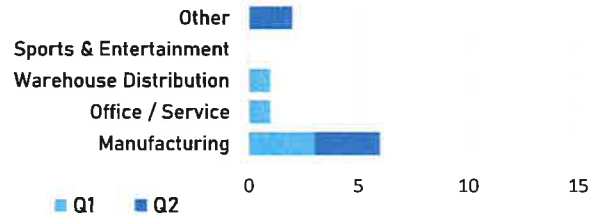
YTD: 3

Google, LinkedIn, & META (San Francisco)

Number of Opportunities

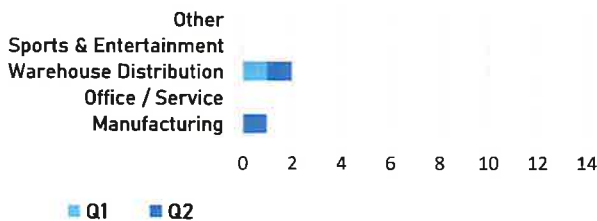


New to Market



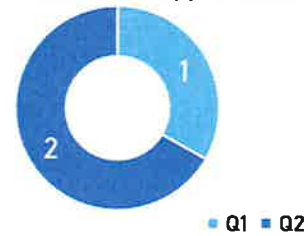
Opportunities by Industry

Opportunities by Industry



Existing Business

Number of Opportunities



Committee Updates

Workforce

Introduction to Construction Kits



Site Development

1 New Certified Site - Q2

4 Certified Sites

- I-80 Crossing
- I-80 Logistics
- R&R South
- Springfield Commerce

GOAL

Deliver relevant and high quality member programs, events, services and information

Investor Base			
New Investors		Dropped Investors	
Q2	YTD	Q2	YTD
1	2	0	5
\$3,500	\$7,000	\$9,150	\$9,150
<i>Includes increased investments</i>			

Net New Investment: -\$2,150

Engagement

Investor Engagement

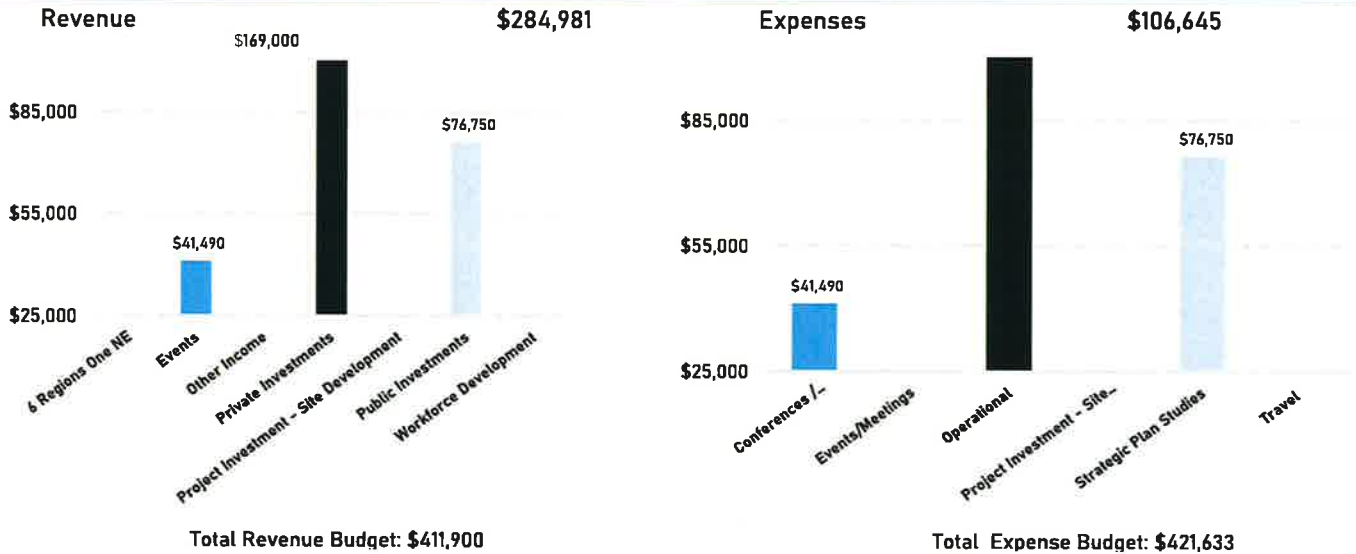
- (275) Annual Meeting
- (53) 1st Qtr. Investor Meeting
- (110) Trades Day
- (23) May Happy Hour
- (N/A) 2nd Qtr. Investor Meeting
- (N/A) August Happy Hour
- (N/A) VIP Reception
- (N/A) 3rd Qtr. Investor Meeting
- (N/A) November Happy Hour



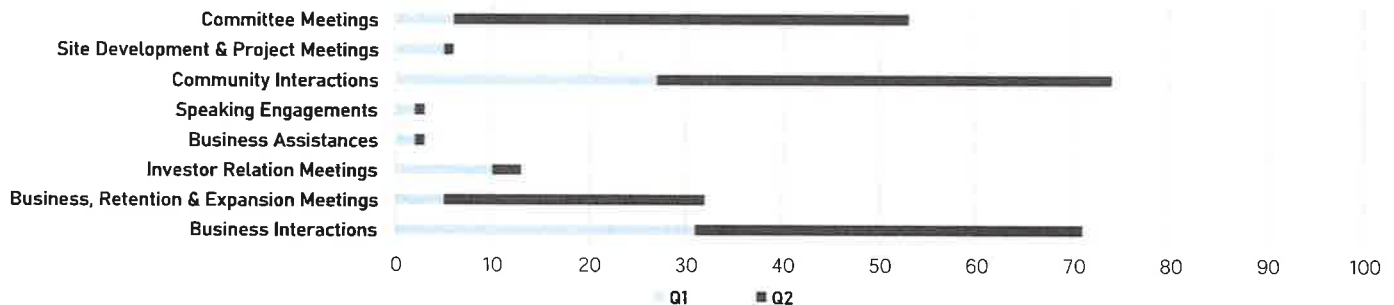
Board Member Engagement

- January Executive Board Meeting (7)
- Board Orientation (7)
- March Executive Board Meeting (7)
- March Board Meeting (35)
- May Executive Board Meeting (6)
- June Board Meeting (37)
- July Executive Board Meeting (6)
- September Executive Board Meeting (N/A)
- September Board Meeting (N/A)
- November Executive Board Meeting (N/A)
- December Board Meeting (N/A)

Organizational Resources



Meetings & Interactions





2025 2nd Quarter Economic Indicators Report

Building Permit Valuations					
Community	Apr-25	May-25	Jun-25	2nd Qtr. 2025	2nd Qtr. 2024
Sarpy County	\$ 2,266,576	\$ 3,457,261	\$ 6,855,917	\$ 12,579,754	\$ 15,801,264
Bellevue	\$ 16,281,765	\$ 30,603,389	\$ 17,365,704	\$ 64,250,858	\$ 64,051,814
Papillion*	\$ 30,065,804	\$ 15,912,421	\$ 15,199,546	\$ 61,177,771	\$ 107,383,360
La Vista	\$ 2,809,426	\$ 138,602	\$ 822,574	\$ 3,770,602	\$ 3,186,136
Gretna	\$ 12,872,720	\$ 12,204,382	\$ 20,519,073	\$ 45,596,175	\$ 68,342,433
Springfield	\$ 106,337	\$ 422,324	\$ 852,091	\$ 1,380,751	\$ 670,260
TOTAL	\$ 64,402,628	\$ 62,738,379	\$ 61,614,905	\$ 188,755,911	\$ 259,435,267

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name	Address	Location	Lots
Granite Falls Commercial	Northwest South 108th Street & Highway 370	Papillion	1
		TOTAL	1

Approved Multi-Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Shadow Creek Phase 2	South 90th Street & Schram Road	Papillion	1
Bellevue Entertainment	Northwest Highway 75 & Hidden Valley Drive	Bellevue	5
		TOTAL	6

Approved Single Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Milks Place	120th Street & Mitchell Road	Sarpy	2
Meridian Marketplace	Southeast 168th Street and Giles Road	Sarpy	8
Old Public Works	200 North Adams Street	Papillion	14
Shadow Creek Phase 2	South 90th Street & Schram Road	Papillion	136
Bellevue Entertainment	Northwest Highway 75 & Hidden Valley Drive	Bellevue	5
		TOTAL	165

Single Family Housing Permits Issued					
Community	Apr-25	May-25	Jun-25	2nd Qtr. 2025	2nd Qtr. 2024
Sarpy County	3	4	3	10	41
Bellevue	5	0	0	5	38
Papillion*	50	26	36	112	143
La Vista	0	0	0	0	0
Gretna	46	42	51	139	107
Springfield	0	0	0	0	2
TOTAL	104	72	90	266	331

Multi-Family Housing # of Units Permits Issued					
Community	Apr-25	May-25	Jun-25	2nd Qtr. 2025	2nd Qtr. 2024
Sarpy County	0	0	0	0	0
Bellevue	0	0	0	0	0
Papillion*	0	0	0	0	68
La Vista	0	0	0	0	8
Gretna	0	0	0	0	220
Springfield	0	0	0	0	0
TOTAL	0	0	0	0	296

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
Apr-25	110,622	107,562	3,060	2.8%
May-25	111,811	108,681	3,130	2.8%
Jun-25	111,463	108,037	3,426	3.1%
Apr-24	100,645	98,203	2,442	2.4%
May-24	101,145	98,485	2,660	2.6%
Jun-24	100,795	97,619	3,176	3.2%

* Indicates there may be discrepancies or does not include all city permit information.



Q2 2025 - Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	\$ 7,479,487	\$ 12,579,754			\$ 20,059,241
	2024	\$ 13,329,242	\$ 15,801,264			\$ 29,130,506
Bellevue	2025	\$ 24,531,282	\$ 64,250,858			\$ 88,782,140
	2024	\$ 54,384,621	\$ 64,051,814			\$ 118,436,435
Papillion	2025	\$ 76,236,511	\$ 61,177,771			\$ 137,414,282
	2024	\$ 44,960,556	\$ 107,383,360			\$ 152,343,916
La Vista	2025	\$ 2,097,133	\$ 3,770,602			\$ 5,867,735
	2024	\$ 6,885,700	\$ 3,186,136			\$ 10,071,836
Gretna	2025	\$ 33,341,144	\$ 45,596,175			\$ 78,937,319
	2024	\$ 27,006,682	\$ 68,342,433			\$ 95,349,115
Springfield	2025	\$ 2,325,305	\$ 1,380,751			\$ 3,706,056
	2024	\$ 1,429,807	\$ 670,260			\$ 2,100,067
TOTALS	2025	\$ 146,010,862	\$ 188,755,911			\$ 334,766,773
	2024	\$ 147,996,608	\$ 259,435,267			\$ 407,431,875

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	16	10			26
	2024	27	41			68
Bellevue	2025	24	5			29
	2024	36	38			74
Papillion	2025	145	112			257
	2024	81	143			224
La Vista	2025	0	0			0
	2024	0	0			0
Gretna	2025	102	139			241
	2024	94	107			201
Springfield	2025	2	0			2
	2024	2	2			4
TOTALS	2025	289	266			555
	2024	240	331			571



Q2 2025 - Economic Indicators Report

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	0	0			0
	2024	0	0			0
Bellevue	2025	0	0			0
	2024	36	0			36
Papillion	2025	93	68			161
	2024	0	68			68
La Vista	2025	0	8			8
	2024	0	8			8
Gretna	2025	0	220			220
	2024	8	220			228
Springfield	2025	0	0			0
	2024	0	0			0
TOTALS	2025	93	296			389
	2024	44	296			340

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	3	10			13
	2024	3	0			3
Bellevue	2025	0	5			5
	2024	0	0			0
Papillion	2025	0	150			150
	2024	0	438			438
La Vista	2025	0	0			0
	2024	0	0			0
Gretna	2025	10	0			10
	2024	10	0			10
Springfield	2025	0	0			0
	2024	0	0			0
TOTALS	2025	13	165			178
	2024	13	438			451



**Q2 2025 -
Economic Indicators
Report**

Commercial Projects Permitted Over \$250,000				
Project	Address/Location	Community	Valuation	Sq. Ft.
Police Department (addition & storage building)	1000 East 1st Street	Papillion	\$14,000,000	13,328
Green State Credit Union	14915 Crest Road	Papillion	\$3,500,000	4,175
Pinnacle Bank	122 West Cedardale Road	Papillion	\$2,500,000	3,549
PLCS South High School (addition/renovation)	10799 Highway 370	Papillion	\$2,000,000	363,764
Industrial Flex Building	11801 Olive Street	La Vista	\$1,800,000	36,000
Restaurant Remodel & New Structure	20227 Husker Drive	Gretna	\$1,435,002	14,160
Panera Bread	117 West Cedardale Road	Papillion	\$1,250,000	2,439
Tommy's Car Wash	10779 Hillcrest Drive	La Vista	\$1,000,000	0
AutoZone	109 Scott Road	Papillion	\$899,529	7,714
Sarpy County Agriculture Society (beer garden & storage)	14302 Pflug Road	Springfield	\$824,120	5,500
Werner Enterprises (alteration)	14601 Prairie Corners Road	Papillion	\$800,000	8,807
Bunzl	11921 South 156th Street	Papillion	\$631,540	0
Panera Café	117 West Cedardale Road	Papillion	\$613,000	2,479
SRP4-A Online Partial Discharge (OLPD)	14865 Gold Coast Road	Papillion	\$602,558	31,020
Kiewit (remodel)	7700 Eastport Parkway	La Vista	\$600,000	0
Merck Animal Health	10488 South 136th Street	Papillion	\$587,000	227,440
Starbucks Coffee	108 Scott Road	Papillion	\$425,000	2,308
ARIAT	21215 Nebraska Crossing Drive, Suite D109	Gretna	\$350,000	8,415
Champion Sports Karate	11446 Valley Ridge Drive	Papillion	\$300,000	6,007
Nelson Hill Contracting / Vacanti Painting	9232 South 124th Street	Papillion	\$300,000	3,000
Long Dog Fat Cat	10717 Virginia Plaza	Papillion	\$190,000	3,082
Kelly Veterinarian Clinic	2063 Creekside Drive	Papillion	\$125,000	21,400
INSPRO	12329 Southport Parkway, Suite 100	La Vista	\$100,000	0
Apple Roofing	14218 South 220 Street	Gretna	\$100,000	2,300

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
9/2/2025

COUNCIL MEETING DATE: 9/2/2025		SUBMITTED BY: City Clerk	
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 application for Corbin Delgado as manager for Snap Productions located at 2221 Thurston Circle Bellevue, NE 68005.

SYNOPSIS/BACKGROUND:

Amendment application for a new manager for Corbin Delgado as manager for Snap Productions 2221 Thurston Circle Bellevue, NE 68005. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
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:

Recommend approval of an amendment application for Corbin Delgado as manager for Snap Productions located at 2221 Thurston Circle Bellevue, NE 68005.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Application | 2. Police Report | 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: _____

Anna Brubaker
[Signature]
[Signature]

**NOTICE OF PUBLIC HEARING ON APPLICATION
FOR MANAGER CHANGE FOR THEIR CURRENT LIQUOR
LICENSE**

Notice is hereby given that an amendment application has been made for Corbin Delgado as manager for Snap Productions located at 2221 Thurston Circle Bellevue, NE 68005.

A public hearing on the application will be held at the City Council meeting on September 2, 2025, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe
City Clerk

From: icc.noreply@nebraska.gov
To: [Bellevue City Clerk](#)
Subject: [EXT] NLCC Review Required
Date: Thursday, August 14, 2025 1:27:13 PM

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

Review Type: Local Review

Job Type: Amendment Application
Job Number: 101075

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

Licensee: SNAP PRODUCTIONS
Premises Name: SNAP PRODUCTIONS
Premises Address: 2221 Thurston Cir Bellevue, NE 68005-2157
Premises Type: Converted

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

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

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

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

Thank you,
Nebraska Liquor Control Commission

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



Application Copy

File Number: 101075

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2025-05-11
CURRENT MANAGER NAME Needs Manager	CURRENT MANAGER EMAIL
NEW MANAGER NAME Corbin Delgado	NEW MANAGER EMAIL president@snapproductions.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

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

What is the premises manager's name?

Corbin Delgado

2. What is the manager's address?

2303 Nottingham Drive
Bellevue, NE 68406

3. What is the manager's phone number?

402-740-3530

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

president@snapproductions.com

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

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

Sarpy

6. Is the manager married?

No

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

Has the new manager, or their spouse, EVER been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

Yes

(document uploaded)

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

Yes

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

Yes

Was a server in summer of 2013. Went through alcohol serving training

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	

APPLICANT

Mark Van Kekerix

DECLARATION

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

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



Additional Information Requested

File Number: 101075

AMENDMENT TYPE

APPLICATION DATE RECEIVED

Manager Change Amendment

2025-06-22

ADDITIONAL INFORMATION REQUESTED

I will need the following information for Corbin Delgado to further process the amendment and get him switched over as manager:

1. Birth certificate OR passport
2. Privacy Act Statement fingerprint form, you can obtain that from our website at lcc.nebraska.gov. Go the 'licensing' and then 'licensing forms and posters'.
3. He will need to be fingerprinted for a liquor license

If he gets the digital live scan prints done, they will send those to us. If he gets the fingerprint cards, those will need to be mailed to our office at:

Nebraska Liquor Control Commission
301 Centennial Mall South - 1st Floor
PO Box 95046
Lincoln, Nebraska 68509-5046

4. There was an individual history request sent to president@snapproductions.com that he will need to complete

Let me know if you have any questions. Thanks!

Angelica Fisher angelica.fisher@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	

APPLICANT

Mark Van Kekerix

**APPLICATION
FOR MANAGER CHANGE FOR
THEIR CURRENT LIQUOR
LICENSE**

It is hereby given that an
application has been
received for Corbin Delgado as manager
of Delgado Productions located at 2221
1st Avenue Circle Bellevue, NE 68005.

A public hearing on the application
will be held at the City Council
meeting on September 2, 2025, at
7:00 p.m., in the Council Chambers,
100 Wall Street, Bellevue, NE. At
that time all persons desiring to give
testimony before the City Council will
be heard.

Jan Kluthe
Clerk
8/20 ZNEZ

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
9/2/2025

COUNCIL MEETING DATE: August 19, 2025		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 2025-2026 Budget (Fiscal Year Ending September 30, 2026) Preliminary Draft for Ordinance First Reading.

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$195.1 million in fiscal year 2025-26 This is a decrease of \$3.4 million from the 2024-25 budgeted expenditures (due primarily to the decreased capital expenditures. 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. The Waterpark will issue additional bonds to fund continued construction. All funds balance expenditures with revenues for the 25-26 fiscal year.

2025-2026 Budgeted Resources Available (Revenues and Cash Balances) of \$249,127,449 and Expenditures of \$195,118,071 leave a cash balance of \$54,009,378.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="No"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
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:

First reading of Ordinance No. 4192 to adopt the 2025-2026 fiscal year budget. No action taken at this meeting.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Ordinance 4192"/> | 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: _____



ORDINANCE NO. 4192

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, 2025, through September 30, 2026. 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, 2025.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

<u>First Reading:</u>	<u>08/19/2025</u>
<u>Second Reading:</u>	<u>09/02/2025</u>
<u>Special Budget Hearing:</u>	<u>09/16/2025</u>
<u>Joint Public Hearing:</u>	<u>09/18/2024</u>
<u>Third Reading:</u>	<u>09/23/2025</u>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/19/2025		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the need for a range to be set for positions that are budgeted for the 2025-26 fiscal year.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4193

ATTACHMENTS:

1. Ordinance No. 4193 (redlined)
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Janell Willis
[Signature]
[Signature]

ORDINANCE NO. 41744193

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 41744166; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	<u>City Attorney</u>	<u>\$ 355 - 440</u>
	City Clerk	\$ <u>6,743 - 9,717</u> 6,171 - 8,923
	Treasurer	\$ <u>355 - 440</u> 335 - 421

Section 2a.	<u>Unclassified Employees</u>	<u>Range (monthly)</u>
	Ambulance Billing Account Manager	\$ <u>5,670 - 7,660</u> 5,444 - 7,306
	Assistant City Attorney	\$ <u>8,693 - 11,638</u> 8,523 - 11,409
	Assistant Finance Director	\$ <u>7,750 - 11,282</u> 7,597 - 11,060
	<u>Legal Services Director City Attorney</u>	\$ <u>10,351 - 14,709</u> 9,896 - 12,974
	Dir of Community & Ec. Development	\$ <u>9,767 - 13,894</u> 9,410 - 13,622
	Communications Director	\$ <u>6,897 - 9,634</u> 6,334 - 8,975
	Acctg, Reporting & Compliance Manager	\$ <u>7,200 - 10,071</u> 7,060 - 9,873
	Deputy Director Parks & Rec	\$ <u>6,727 - 9,636</u> 6,486 - 9,447
	Finance Director	\$ <u>9,599 - 13,530</u> 9,039 - 12,932
	Fire Chief	\$ <u>10,227 - 14,217</u> 9,617 - 13,355
	Human Resources Generalist	\$ <u>4,727 - 7,233</u> 4,635 - 7,091
	Human Resources Director	\$ <u>8,462 - 12,641</u> 7,771 - 11,653
	Manager of Engineering Services	\$ <u>8,629 - 11,712</u> 8,037 - 10,991
	<u>Legal Affairs & Special Projects Mgr.</u>	\$ <u>6,545 - 9,013</u>

Library Director	\$ 8,559 – 11,768 7,859 – 10,806
Planning Director	\$ 8,642 – 12,579 8,473 – 12,333
Police Chief	\$ 10,790 – 14,884 10,180 – 14,042
Public Works Director	\$ 9,961 – 13,948 9,334 – 12,912
Public Works Engineer II	\$ 6,956 – 9,802 6,819 – 9,610
Risk Manager	\$ 6,621 – 8,927 6,081 – 8,197

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 26.29 – 36.17 24.14 – 33.21
	Executive Secretary	\$ 29.04 – 40.11 28.47 – 39.32
	Emergency Medical Services Supervisor	\$ 48.07 – 63.25 47.13 – 62.01
	Human Resources Assistant	\$ 25.19 – 34.13 24.70 – 33.46
	Paralegal	\$ 28.67 – 39.03 28.11 – 38.26
	Payroll Specialist	\$ 26.64 – 36.76 26.12 – 36.04
	Office of Professional Standards Coord.	\$ 29.78 – 38.00 29.20 – 37.25

~~Section 2c. — If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.~~

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 9,778 – 12,743 9,311 – 12,137

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$ 13.50-\$18.25
Youth Baseball Supervisor	\$ 13.50-\$18.25
Recreation Activities Supervisor	\$ 13.50-\$18.25
Track Supervisor	\$ 13.50-\$18.25
Tennis Supervisor	\$ 13.50-\$18.25
Swimming Pool Managers	\$ 17.62-\$22.18
Head Lifeguards	\$ 15.53-\$19.80
Lifeguards	\$ 14.08-\$17.15
Concession Workers	\$ 13.50-\$14.00
Youth Baseball/Softball Umpires	\$ 13.50-\$16.00
Track Club Coaches	\$ 13.50-\$16.00
Parks Workers	\$ 14.83-\$19.50

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$ 13.50 to \$15.00
Ambulance Billing Clerk	\$22.02 to 30.21 21.54 to 29.53
Library Shelver	\$13.50 to 17.50
Tour Guide	\$13.50 to 15.50

Section 8. That Ordinance ~~41744166~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2025.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
9/2/2025

COUNCIL MEETING DATE: 08/19/2025		SUBMITTED BY: Tammi Palm		TITLE: 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 amend Section 5.17, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the-PS, Planned Subdivision Overlay. Applicant: Great Lakes Capital.

SYNOPSIS/BACKGROUND:

Gary Vizioli, on behalf of Great Lakes Capital, is requesting an amendment to Section 5.17.02, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay. The amendment would allow a minimum of 675 square feet of lot area per dwelling unit. Currently, a minimum of 800 square feet of lot area per dwelling unit is required. The -PS overlay requires site plan approval be granted by City Council. Therefore, density would be approved on a case-by-case basis through the public hearing process.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:


RECOMMENDATION:


The Planning Department and the Planning Commission have recommended approval of this amendment.


ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Memo"/>	3. <input type="text" value="Ordinance No.4194"/>
4. <input type="text" value="Letter Freedom Village"/>	5. <input type="text" value="Letter from Dr. Pillen"/>	6. <input type="text"/>

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 #: 188

CITY COUNCIL HEARING DATE: September 2, 2025

REQUEST: to amend Section 5.17, Planned Subdivision Overlay, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay.

On July 24, 2025, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of an amendment to Section 5.17, Planned Subdivision Overlay, as presented.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Aerni						Aerni
	Bennett						
	Sims						
	Taylor-Jones						
	Hankins						
	Yoder						
	Lasenburg						
	Perrin						

Planning Commission Hearing (s) was held on: July 24, 2025



We Influence The World!

City of Bellevue
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: City Council
Jim Ristow, City Administrator
Mayor Rusty Hike
FROM: Tammi Palm, Planning Director
DATE: August 12, 2025
RE: Text Amendment to Section 5.17, Planned Subdivision Overlay

Gary Vizioli, on behalf of Great Lakes Capital, has requested an amendment to Section 5.17.02, City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density in the -PS, Planned Subdivision Overlay.

The applicant states the purpose of the request is in keeping with the intentions of the city's newly updated Comprehensive Plan and will help provide the "necessary residential units for Bellevue."

The space limits of the -PS overlay currently state the average lot area per dwelling unit shall be at least equal to the minimum lot area per dwelling unit required in the primary zone to which the -PS classification is appended. For example, if the zoning is RG-8-PS, the minimum requirements of the RG-8 district would need to be met. The applicant is requesting the minimum lot area per dwelling unit be amended to 675, provided all necessary infrastructure is available as determined by city staff. Currently, the minimum is 800 square feet of lot area per dwelling unit with a -PS overlay. The -PS overlay requires site plan approval be granted by City Council. Therefore, density would be approved on a case-by-case basis through the public hearing process.

In 2022, the City Council amended Section 5.23.02 (12), BGM (Metropolitan General Business) Zoning District, to allow for the minimum density of 600 square feet of lot area per unit outside of the first four units, provided all necessary infrastructure is available as determined by city staff. The first four units require 2,500 square feet of lot area per unit, which aligns with the RG-8 zoning district. This amendment was allowed as a permitted use, which does not require City Council approval.

The Planning Department researched allowed multifamily density in surrounding cities and jurisdictions:

- The City of Papillion has a R-4 multifamily zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,500 square feet of lot area required after that. The minimum required lot area is 10,000 square feet.

- LaVista has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units, and 1,500 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- Sarpy County utilizes an RG-15 zoning district which allows for multifamily residential buildings at a density of 1,500 square feet of lot area per unit, with a minimum lot area of 10,000 square feet.
- The City of Omaha has several multifamily zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. The R-7 zoning district allows 40 units per acre and has a minimum lot size of 1,000 square feet. The R-8 zoning district is a high-density multifamily district “most appropriate in centrally located areas near supporting urban services” and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit, with a 5,000 square foot minimum lot area. Multifamily uses are also allowed in the NBD and CBD zoning districts. The Neighborhood Business District (NBD) requires 200 square feet of lot area per dwelling unit. The CBD (Central Business District) allows for 100 square feet of lot area per dwelling unit. The City of Omaha also has a provision allowing for multifamily residential projects to exceed density and floor area by approval of a conditional use permit.

A text amendment controlled through an overlay and the site plan approval process to allow for higher density would be beneficial to assist in the redevelopment of certain areas and would be particularly beneficial for infill developments. The -PS overlay would allow for the thoughtful consideration of an increase in density on an individual bases. With any high-density development situation, it is important for the city to make sure infrastructure needs will be met, which is also addressed as part of this text amendment request.

As such, staff is recommending the following amendment to Section 5.17:

Section 5.17 PLANNED SUBDIVISION DISTRICT

5.17.01 Intent. The intent of the PS District is to encourage the creative design of new living areas, as distinguished from standard subdivisions. This district is designed to be appended to another basic residential district so as to provide for modifications in the platting of lots and the siting of buildings.

5.17.02 Use Regulations.

PRINCIPAL PERMITTED USES: Any principal use permitted in the primary zone to which the PS, Planned Subdivision District, classification is appended.

PERMITTED ACCESSORY USES: Any permitted accessory use allowed in the primary zone to which the PS, Planned Subdivision District classification is appended.

CONDITIONAL USES: Any conditional use permitted in the primary zone to which the PS, Planned Subdivision District classification is appended.

SPACE LIMITS: The average lot area per dwelling unit shall be the total area of the subdivision less the street right-of-way area divided by the number of lots. Such lot area shall be at least equal to ~~the minimum lot area per dwelling unit required in the primary zone to which the PS, Planned Subdivision District classification is appended, and shall also provide that no lot shall be platted with less than three-fourths (3/4) of the lot area in the primary zoning requirement~~ a minimum of 675 square feet of lot area per dwelling unit, provided all necessary infrastructure is available as determined by city staff.

Any other space limits may be varied from those listed under the primary zone in order to satisfy the purpose of the Planned Subdivision District classification. Additional space limits may be established as required:

Absolute minimum space limits shall be as follows:

Minimum front yard: 20 feet

Minimum side yard: 0 feet

Minimum rear yard: 15 feet

Maximum height of building: as per underlying zoning district

The modified space limits shall be recorded as part of the Planned Subdivision District and shall apply to all lots platted under the zoning classification.

5.17.03 Procedure.

When a property owner wishes to develop a parcel of property in a manner other than the normal lot arrangement, he may apply for a zoning change to the PS, Planned Subdivision District. Said zoning change shall be an amendment to the zoning map and shall follow all procedural requirements for such changes set forth herein.

As an exhibit accompanying the application for amendment to the zoning map, the owner shall provide a detailed site plan with such other sketches, diagrams, and calculations necessary to determine whether the proposed subdivision conforms with the provisions of this zone and the primary zone to which it is appended. The exhibits shall be prepared in accordance with Chapter 3, Preliminary Plats, of the Subdivision Regulations, together with any requirements as determined by the Planning Director. Such exhibits shall become a part of the amendment and shall form the basis for issuance of building permits in conformity therewith.

Before approving a PS, Planned Subdivision District classification, the Planning Commission and the City Council shall find the following:

1. The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or
2. The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification; or

3. The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or
4. The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

The Planning commission recommends APPROVAL of the amendment to Section 5.17, Planned Subdivision Overlay as presented.

FREEDOM VILLAGE



OF BELLEVUE

RECEIVED

JUL 23 2025

PLANNING DEPT.

July 23, 2025

Planning Commissioners,

Please add this to the record for items 3.a – Text Amendment to Section 5.17, Planned Subdivision Overlay and 3.b. – Request to Rezone Lot 6, Tiller’s 4th Addition. Case #: Z-2506-06.

On behalf of the senior residents and owners of Freedom Village of Bellevue, the property to the west of this project, we wanted to provide this letter of opposition to both items and some comments for your review.

When the Freedom Village project was proposed and approved it really was a conversation about what protects the best interest of the existing 250 seniors living at Hillcrest Health & Rehab and the adjacent Harmony Court. With Freedom Village now stabilized, an additional 75 seniors live in the area. This proposed project doesn’t protect the best interests of these 325 seniors. Below are several areas of concern we have with the proposed development and why it is not comparable to Freedom Village or Harmony Court.

Density

The density is too large for the development. We disagree with the Planning Department’s recommendation of approval. Their research from neighboring cities shows that Bellevue’s RG-8 already allows more density than other jurisdictions are allowing in multi-family zoned districts.

The text amendment requested was really designed and previously approved by the city for the BGM zoning district. The difference between BGM and RG-8 is that BGM is for developments/ buildings that are mixed with businesses and apartments under the same roof or within the same development. A BGM mixed development/ building could have smaller apartments to allow for live-work units and create more density to support the businesses. Live-work developments/ buildings take the concept further by incorporating lifestyle amenities like retail, dining, and recreational spaces within the development/ building. This creates a self-contained environment where residents can live, work, and enjoy leisure activities without needing to travel far. What Bellevue has done in the BGM district is similar to what Omaha has in R-8, Neighborhood Business District (NBD), and

Central Business District (CBD) districts. Again, these are all supportive of 'urban services' and businesses and not multi-family.

Here are the neighboring city's regulations for minimum lot area per unit in multi-family.

The Planning Department researched allowed multi-family density in surrounding cities and jurisdictions:

- The **City of Depue** has a R-1 multifamily zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,500 square feet of lot area required after that. The minimum required lot area is 3,000 square feet.
- **La Vista** has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units, and 1,500 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- **Stamper, Iowa** utilizes an R1-B zoning district which allows for multifamily residential buildings at a density of 1,500 square feet of lot area per unit with a minimum lot area of 3,000 square feet.
- The **City of Omaha** has several multifamily zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. **The R-7 zoning district allows 3 units per acre and has a minimum lot size of 1,000 square feet.** The R-8 zoning district is a high-density multifamily district, most appropriate in centrally located areas near supporting urban services and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit, with a 5,000 square foot minimum lot area. Multifamily uses are not allowed in the NBD and CBD zoning districts. The Neighborhood Business District (NBD) requires 200 square feet of lot area per dwelling unit. The CBD (Central Business District) allows for 100 square feet of lot area per dwelling unit. The City of Omaha also has a provision allowing for multifamily residential projects of exceed density and density by approval of a conditional use permit. **R-7 = 1,089 sq. ft. of lot area**

Per **Bellevue Zoning Ordinance** multi-family dwellings density is based upon the following.

RG-20 = The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,000 s.f. per unit.

RG-8 = The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 2,500 s.f. per unit; after which the minimum lot area may be 800 s.f. per unit.

Additionally, the density being proposed in this development is not comparable to Freedom Village or Harmony Court. See below for comparisons.

- Freedom Village Density (RG-20) =
129 units allowed vs. 56 Total Units Provided = 4,810 s.f. of lot area per unit
- Harmony Court Density (RG-8) =
188 units allowed vs. 86 Total Units Provided = 1,825 s.f. of lot area per unit
- Proposed Development (RG-8) =
73 units allowed vs. 96 Proposed Units = 675 s.f. of lot area per unit

Parking

The off-street parking is not adequate for the development. Bellevue Zoning Ordinance requires 2 stalls per apartment in multi-family. The rezone with site plan approval application requests a reduction from the required 192 stalls to 118 stalls. That is only 1.2 stalls per apartment. The off-street parking being proposed in this development is not comparable to Freedom Village or Harmony Court (per Bellevue Zoning Ordinance multi-family dwellings exclusively for senior citizens require 1 stall per apartment). See below for comparisons.

- Freedom Village Off-Street Parking =
(1 stall/ apartment = 56 total Required) – 3.2 stalls/ apartment = 180 Total Provided
- Harmony Court Off-Street Parking =
(1 stall/ apartment = 86 total Required) – 1.2 stalls/ apartment = 105 Total Provided
- Proposed Development Off-Street Parking =
(2 stalls/ apartment = 192 total Required) – 1.2 stalls/ apartment = 118 Proposed

Green Space

The green space is not adequate for the development. While there is a playground being provided and some green space there is no large area for the kids to play football, soccer, or tag? Additionally, there is no 'dog park' being provided so where will dogs run? The green space being proposed in this development is not comparable to Freedom Village or Harmony Court. See below for comparisons.

- Freedom Village Green Space = 40.4% of lot is green space (for seniors only)
- Harmony Court Green Space = 49.7% of lot is green space (for seniors only)
- Proposed Development Green Space = 33.7% of lot is green space (for multi-family)

But For...But?

In the context of Tax Increment Financing (TIF), the 'but for' test is a requirement that a development project would not occur 'but for' the use of TIF financing. This means the project is unlikely to happen without the financial assistance provided by TIF. As stated in our previous letter to the Planning Commission we agree the project needs the redevelopment plan (TIF) to be successful. However, this project is more of a But For...But, because not only is it using TIF it is also asking for other text amendments to the Bellevue Zoning Ordinance. There are several recent examples of approved multi-family redevelopment plans that have been successful without additional 'buts' needed. See below for a list of some of those projects.

Freedom Village (RG-20); Jefferson Place Addition (RG-28); Cardinal Commons (RG-28); South Woods (RG-8); College Apartments (RG-8)

Playground Size

The size of the playground is not adequate for the number of children that will be part of this development. The playground as proposed is roughly 1,487 sq. ft. (see below) If you use 50 sq. ft. per child as a recommendation from the sources below that would accommodate 29 children at one time. Per the apartment breakdown given by the developer and 1 child occupant per extra bedroom; (22) one-bedroom = 0 kids, (45) two-bedroom = 45 kids, (19) three-bedroom = 38 kids, (10) four-bedroom = 30 kids, for a total of 113 kids living in this development.



Source #1 – Per the Community Investment Collaborative for Kids (CICK) an outdoor play space should be divided into distinct activity areas, both to ensure safety and to provide suitable locations for different types of play. Provide both sunny and shaded places, and a covered area so that children can get outdoors on rainy days or in the heat of a summer day. Most state licensing regulations require a minimum of 75 square feet of outdoor space per child playing outdoors at one time, but early childhood experts recommend 100 square feet or more.

CICK Funders

- Freddie Mac Foundation
- JPMorgan Chase
- William Randolph Hearst Foundations

CICK expands the supply and improves the quality of early care and education in low-income communities through new investments in physical facilities.

While the table above is being used by the development designers for building code regulations, it does seem unrealistic. So for discussion purposes if you use 1.5 adult occupants as an average per apartment and the remaining bedrooms as 1 kid occupant and the apartment breakdown given by the developer; (22) one-bedroom = 33 occupants, (45) two-bedroom = 112.5 occupants, (19) three-bedroom = 66.5 occupants, (10) four-bedroom = 45 occupants, for a total of 257 occupants living in this development.

The occupant load affects most of the comments above and could have a tremendous impact on the senior residents of Freedom Village of Bellevue, Hillcrest Health & Living, and Harmony Court.

Lastly, we feel agenda items 3.a and 3.b need to be reviewed and approved at the same time. The text amendment only works if the project can provide the required parking which as of this meeting it cannot. We understand the applicant has requested a continuance of item 3.b to the August meeting so both items should be continued until then so everything can be discussed and voted on at the same time.

We thank you for your time and hope you understand our opposition to the proposed development. Please feel free to contact one of us with any questions or comments.

Thank you,

Jolene Roberts

Owner – Freedom Village of Bellevue
(402) 682-4800
jroberts@hillcresthealth.com

Jim Janicki
Owner – Freedom Village of Bellevue
(402) 682-4800
jjanicki@hillcresthealth.com



7/24/25

Thank you for accepting the prior notes I gave about concerns regarding development next to my optometry office, Bellevue Vision Clinic, P.C.

I do not understand the logic of delaying discussion of parking slots until after discussing allowing more people to live there than would normally be allowed in this amount of space.

The number of people may be too great purely due to inadequate parking. Inadequate parking won't help traffic concerns at all.

There are reasons that zoning ordinances exist, and if there is an allowance for 20-30% more dwelling spaces to be placed here, what does that say about zoning laws? At some point Bellevue and many nearby cities developed occupancy guidelines with specific concerns in mind. Why would we allow more dense grouping of living compared neighboring cities?

I continue to be concerned about traffic overload whether or not parking on the street is opened up. And if on- street parking is allowed, this increases the concern.

I realize that a traffic study was done, but I drive Wilshire Drive and/or Wall Street to Wilshire Drive almost daily at many different hours, and I use Family Faire and leave their lot at Wilshire at least weekly. Do you know that the Wall to Wilshire corner has poor visibility? Around 10 years ago it was not as bad, but then the retaining wall at the sidewalk of this corner was raised a few feet, and if you are driving a sedan, like me, the cars traveling south on Wilshire are coming up a hill and cannot be seen by me without creeping into the intersection. When the police department moved to its present site I was at a tour and pointed this out, hoping a mirror could be installed to help this problem. Also there are no lines at the

entrance/exit of *No Frills* at *Wilshire*. I place my car perpendicular to the driveway so that another car can enter as I exit or exit as I enter so I don't block traffic going the other way in the driveway. I **NEARLY NEVER** see any other car do this. Typically a car entering or exiting drives in or out at an angle that makes cars going the other way wait to use the driveway. Also the entrance of *Wall* going east from *Harmony* and *Hillcrest* onto *Wilshire* is offset from the intersection going east continuing beyond *Wilshire*. This is a little dicy but thankfully there is a stop sign at both "half" portions of the corner, so that helps but it still is unusual.

If a car is turning from *Wilshire* east onto 370, cars often back up to our driveway. Added traffic can only worsen this.

There are many things that can happen regarding traffic in this area.

2 or more could easily happen at once, including:

- ++ a car is essentially blocking the Family Faire lot such that it reduces efficient flow
- ++ a car is creeping westward out into the Wilshire/Wall intersection
- ++ a car is coming up from Hillcrest and waiting at the stop sign to continue onwards
- ++ an ambulance is going down *Wall* towards *Hillcrest* or *Pharmway*
- ++ a parking traffic stop for cars on 370 has pulled onto *Wilshire* between my driveway and *Auto Zone* driveway [this is common]
- ++ a school bus is picking up or dropping off children/teens
- ++ a fire truck is navigating the area [not presently, maybe later if the apartments are built]
- ++ police cars are exiting the police department from *Wall* onto *Wilshire* to 270, usually 2 patrol cars driving fast
- ++ someone is exiting my office or Advance auto or Auto Zone
- ++ it is rush hour with increased cars coming in or out

ORDINANCE NO. 4194

AN ORDINANCE TO AMEND SECTION 5.17 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING THE PLANNED SUBDIVISION DISTRICT: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 5.17, of Ordinance No. 4146 is hereby amended to read as follows:

Section 5.17 PLANNED SUBDIVISION DISTRICT

5.17.01 Intent. The intent of the PS District is to encourage the creative design of new living areas, as distinguished from standard subdivisions. This district is designed to be appended to another basic residential district so as to provide for modifications in the platting of lots and the siting of buildings.

5.17.02 Use Regulations.

PRINCIPAL PERMITTED USES: Any principal use permitted in the primary zone to which the PS, Planned Subdivision District, classification is appended.

PERMITTED ACCESSORY USES: Any permitted accessory use allowed in the primary zone to which the PS, Planned Subdivision District classification is appended.

CONDITIONAL USES: Any conditional use permitted in the primary zone to which the PS, Planned Subdivision District classification is appended.

SPACE LIMITS: The average lot area per dwelling unit shall be the total area of the subdivision less the street right-of-way area divided by the number of lots. Such lot area shall be at least equal to a minimum of 675 square feet of lot area per dwelling unit, provided all necessary infrastructure is available as determined by city staff.

Any other space limits may be varied from those listed under the primary zone in order to satisfy the purpose of the Planned Subdivision District classification. Additional space limits may be established as required:

Absolute minimum space limits shall be as follows:

Minimum front yard: 20 feet

Minimum side yard: 0 feet

Minimum rear yard: 15 feet

Maximum height of building: as per underlying zoning district

The modified space limits shall be recorded as part of the Planned Subdivision District and shall apply to all lots platted under the zoning classification.

5.17.03 Procedure.

When a property owner wishes to develop a parcel of property in a manner other than the normal lot arrangement, he may apply for a zoning change to the PS, Planned Subdivision District. Said zoning change shall be an amendment to the zoning map and shall follow all procedural requirements for such changes set forth herein.

As an exhibit accompanying the application for amendment to the zoning map, the owner shall

provide a detailed site plan with such other sketches, diagrams, and calculations necessary to determine whether the proposed subdivision conforms with the provisions of this zone and the primary zone to which it is appended. The exhibits shall be prepared in accordance with Chapter 3, Preliminary Plats, of the Subdivision Regulations, together with any requirements as determined by the Planning Director. Such exhibits shall become a part of the amendment and shall form the basis for issuance of building permits in conformity therewith.

Before approving a PS, Planned Subdivision District classification, the Planning Commission and the City Council shall find the following:

1. The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or
2. The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification; or
3. The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or
4. The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.

ADOPTED by the Mayor and City Council this _____ day of _____, 2025.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Finance	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An ordinance authorizing the issuance of general obligation bonds, not to exceed \$35,000,000, to provide financing for improvements in certain improvements districts.

SYNOPSIS/BACKGROUND:

The City contemplates several capital projects for the next fiscal year, 2025-2026. These projects include the construction of certain improvements to streets, alleys, sidewalks, public ways, or other public spaces that are budgeted to cost approximately \$34,550,500. The Council shall create one or more improvement districts by one or more separate ordinances corresponding to the above-mentioned improvements and, upon passage of those ordinances, the City shall be authorized to issue general obligation bonds.

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:

First reading of ordinance to authorize issuance of general obligation bonds, not to exceed \$35,000,000.00, for certain improvement districts in and for the City of Bellevue. No other action necessary.

ATTACHMENTS:

1. <input type="text" value="Ordinance 4195"/>	2. <input type="text" value="Exhibit 1"/>	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:



ORDINANCE NO. 4195

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000 TO PROVIDE FINANCING FOR THE COSTS OF IMPROVEMENTS IN CERTAIN IMPROVEMENT DISTRICTS IN AND FOR THE CITY; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM OF SUCH BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The Council has plans for, and has included in its capital improvement budget for the fiscal year 2025-26 the cost of, the construction of certain improvements to streets, alleys, sidewalks, public ways, or other public spaces as described in Section 16-617, R.R.S. Neb., as amended, which improvements may include, but not be limited to, paving, repaving, graveling, grading, curbing, guttering, and the construction and replacement of pedestrian walks, plazas, malls, landscaping, lighting systems, and permanent facilities (such improvements herein referred to as the “**Budgeted Improvements**”). The budgeted cost of the Budgeted Improvements is approximately \$34,550,500.

(b) The Council shall create one or more improvement districts by one or more separate ordinances (the “**District Ordinances**”) pursuant to Section 16-617, R.R.S. Neb., as amended, (collectively upon formation such districts shall be the “**Districts**” referenced in this Ordinance) for all or a portion of the improvements referenced in subparagraph (a) above (such portion of the improvements herein referred to as the “**Projects**”), and the Projects in the Districts shall be funded at public cost with no levy of special assessments against the properties included in each such District.

(c) The costs of the Projects in the Districts is hereby declared and determined to be of general benefit to the City, and passage and approval of the District Ordinances shall be further evidence of such determination, and such costs, together with legal, fiscal, financing and miscellaneous expenses, shall be funded in whole or in part through the issuance of improvement bonds pursuant to Section 16-623, R.R.S. Neb., as amended,

(d) Upon passage and approval of the District Ordinances by the Council, all conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation bonds of the City in the amount of not to exceed \$35,000,000 pursuant Section 16-623, R.R.S. Neb., as amended, for the purpose of paying the costs of the Projects and related expenses heretofore described, shall exist and shall have been done in due form and time as required by law.

Section 2. (a) To provide funds for the purpose of paying the costs or reimbursing the City for the costs of the Projects as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the general obligation bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed \$35,000,000 (the “**Bonds**”); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount, and in no event shall the Bonds be issued in an

amount which exceeds the expected costs of the Projects to be funded from proceeds of the Bonds. The Bonds may be issued in one or more series, may be issued from time to time, and each series shall consist of fully registered bonds without coupons, numbered from R-1 upward, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Section 5. The Bonds shall be dated the date of delivery thereof (the “Date of Original Issue”), shall be due and payable serially on the dates and in the amounts, and shall bear interest at the rates per annum all as provided in the Designation (described herein).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with an underwriting firm identified in the Designation (described below), as initial purchaser (the “Underwriter”). In connection with such sale, the Mayor, City Administrator and City Finance Director (each, an “Authorized Officer”) are each hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”) the following matters for each series of Bonds: (i) the identity of the Underwriter, the aggregate purchase price of the Bonds, and the underwriting discount or fee which shall not exceed 0.9% of the aggregate stated principal amount of the Bonds; (ii) the form and contents of any bond purchase agreement in connection with such sale; (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), , and the final maturity date, which shall not be later than the twentieth (20th) anniversary of the date of original issue of each series of Bonds; (iv) the principal amounts maturing in each year; (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.50%; (vi) the principal payment dates and interest payment dates of the Bonds; (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption; (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds; (ix) the designation of the Registrar and the form and content of any agreement between the City and such entity; (x) whether a Bond Insurance Policy will be obtained for a series of Bonds, the identity of the Bond Insurer, and the terms required for any such Bond Insurance Policy pursuant to Section 17 of this Ordinance; and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time on or after the fifth anniversary of the Date of the Original Issue (or on such other date as determined in the Designation), as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

The Bonds shall be redeemed in whole multiples of \$5,000 and if any Bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Ordinance.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived

notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The City shall give written notice to the Registrar of its election to redeem Bonds at least forty-five days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually as determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the Registrar is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
GENERAL OBLIGATION BOND, SERIES 20__**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an "Interest Payment Date") until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the "Registrar"), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner's address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this bond is payable (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then

unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing financing for improvements in the City's Improvement District Nos. _____, _____, _____, and _____, pursuant to Section 16-623s, Reissue Revised Statutes of Nebraska, as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance Nos. _____, _____, and _____ of the City (together, the "Ordinance") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Bellevue, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this bond, does not exceed any statutory limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

[The remainder of this page intentionally left blank]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of Section 3(d) of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. An Authorized Officer, or one or more of them, shall designate the Bond Registrar and Paying Agent (the "**Registrar**") for the Bonds in the Designation. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon

any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved.

Section 9. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 10. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

Section 11. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby

authorizes the Authorized Officers to covenant and agree to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 12. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”) in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 13. The proceeds of the Bonds shall be deposited with the City and applied to pay the costs of the improvements in the District as described in Section 1 hereof, and issuance expenses for the Bonds. Pending such application the City Treasurer may hold such proceeds.

Section 14. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 15. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, City Administrator, City Finance Director, City Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including, without limitation, and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor, City Administrator and City Finance Director the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper,

appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 16. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 17. The Authorized Officers are authorized to obtain an insurance policy (the "**Bond Insurance Policy**") issued by a provider of bond insurance determined appropriate by an Authorized Officer (the "**Bond Insurer**") guaranteeing the scheduled payment of the principal of and interest on the Bonds covered by the Bond Insurance Policy, and take any and all actions necessary or appropriate in connection with obtaining such Bond Insurance Policy. Notwithstanding any other provision of this Ordinance to the contrary, the provisions agreed to by an Authorized Officer with respect to the Bond Insurance Policy with the Bond Insurer shall govern with respect to the applicable Bonds.

Section 18. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 19. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 20. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 21. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED: _____, 2025.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

City of Bellevue
Exhibit 1 - Capital Expenditure Funding
2025-26 Budget

<u>Dept.</u>	<u>Account</u>	<u>CIP Ref #</u>	<u>Description</u>	<u>Amount</u> <u>Bondable /</u> <u>Loanable</u>
10 - Public Works	7050 Project Engineering	PW 25(5)	PW 25(5) Entertainment District Engineering	\$ 500,000
10 - Public Works	7020 Right of Way Improvements	PW 25(6)	PW 25(6) Entertainment District Construction	\$ 5,500,000
10 - Public Works	7050 Project Engineering	PW 25(8)	PW 25(8) PW 26 (7) Highway 75/34 Interchange (Engineering)	\$ 300,000
10 - Public Works	7010 Street Improvements	PW 25(9)	PW 25(9) PW 26 (8) Highway 75/34 Interchange (Construction) Year One	\$ 2,500,000
10 - Public Works	7010 Street Improvements	PW 25(13)	ED 26 (2) Entertainment District Improvements-Covered Walkways	\$ 10,000,000
11 - Parks	7040 Park Improvement	PK25(1)	PK (1) Bike/Trail Renovations, Everett Park	\$ 600,000
11 - Parks	7040 Park Improvement	PK25(2)	PK (2) Bike/Trail Renovations, Hasting Banner Park	\$ 425,000
11 - Parks	7040 Park Improvement	PK25(4)	PK (4) Playground and Shelter, Twin Ridge Park	\$ 180,500
11 - Parks	7040 Park Improvement	PK25(5)	PK (5) Playground and Shelter, Willow Springs Park	\$ 250,000
15 - Streets	7010 Street Improvements	ST 25(1)	ST 25(1) Major Street Resurfacing	\$ 400,000
15 - Streets	7010 Street Improvements	ST 25(2)	ST 25(2) 2025 Concrete Projects	\$ 3,505,000
15 - Streets	7010 Street Improvements	ST 25(3)	ST 25(3) 2025 Overlay Projects	\$ 200,000
15 - Streets	7010 Street Improvements	ST 25(4)	ST 25(4) 2025 Reconstruction Projects	\$ 3,775,000
15 - Streets	7010 Street Improvements	ST 25(5)	ST 25(5) South 36th Street	\$ -
15 - Streets	7010 Street Improvements	ST 25(6)	ST 25(6) Bridge Repairs	\$ 160,000
15 - Streets	7010 Street Improvements	ST 25(7)	ST 25(7) Drainage Improvements	\$ 5,465,000
15 - Streets	7010 Street Improvements	ST 25(8)	ST 25(8) Signal Improvements	\$ 790,000
			Total for Improvement Districts:	\$ 34,550,500

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		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 amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:
The city's extra-territorial jurisdiction (ETJ) currently splits Parcel #010609490; the northern portion is in Bellevue's ETJ while the remainder lies in Sarpy County. The property owner desires to subdivide this parcel; therefore, it is important to have the entirety of the property within the city's ETJ in order to facilitate this request. Staff has been in communication with the Sarpy County Planning Department on this matter. The city's ETJ was last amended in 2017 for a similar request.

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 recommends approval of this request.

- ATTACHMENTS:**
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____



We Influence The World!

City of Bellevue
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: City Council
Jim Ristow, City Administrator
Mayor Rusty Hike
FROM: Tammi Palm, Planning Director
DATE: August 27, 2025
RE: Amendment to ETJ Boundary

The city's extra-territorial jurisdiction (ETJ) currently splits Parcel 010609490, also known as Tax Lots 10B and 12C (27-13-13). The northern portion is in Bellevue's ETJ while the remainder of the property lies in Sarpy County. Please refer to the attached maps.

The property owner desires to subdivide the 16-acre parcel into two separate acreages. To do this, the entirety of the parcel needs to be within Bellevue's ETJ. The city's ETJ was last amended in 2017 for a similar request.

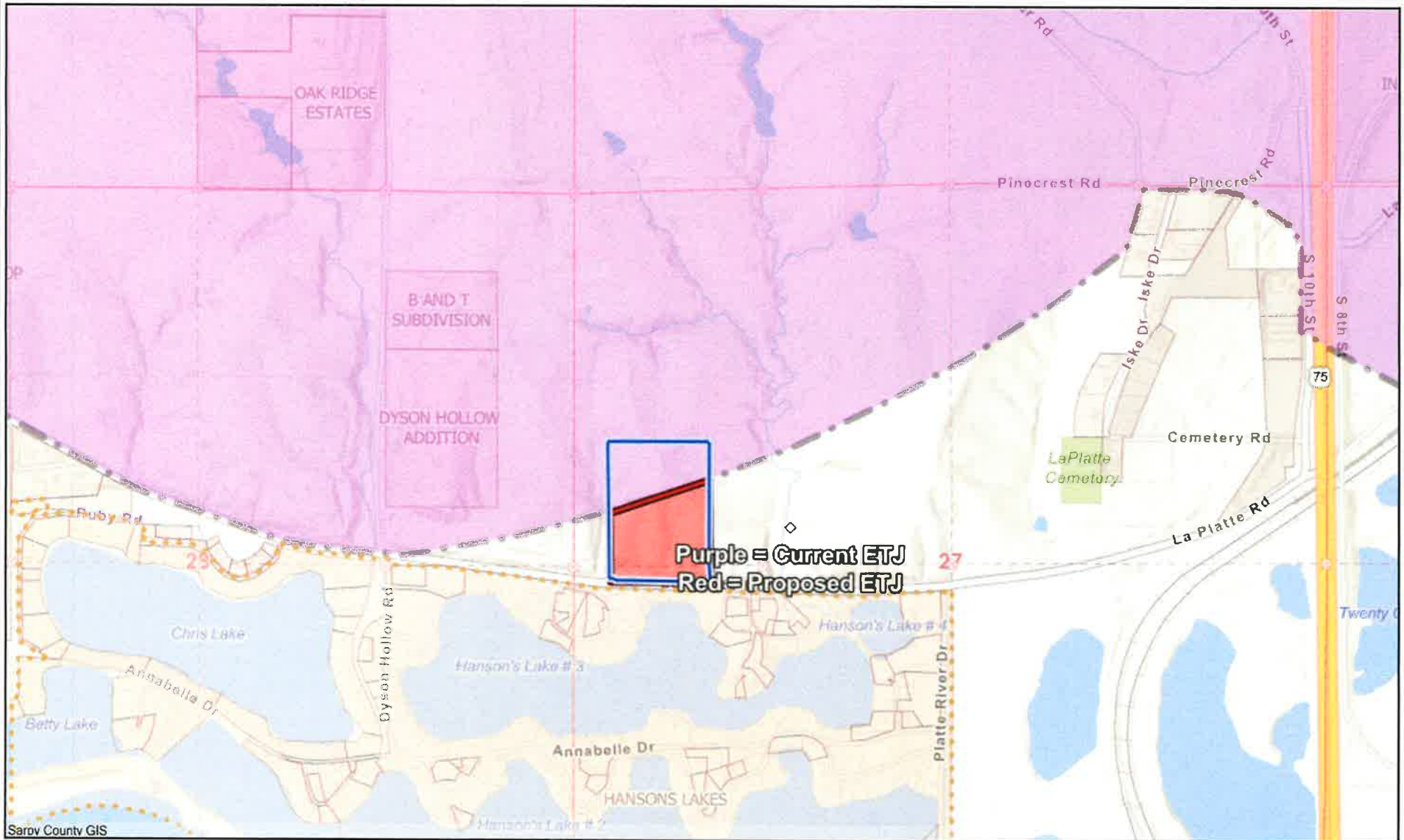
Staff has been working with the Sarpy County Planning Department on this matter. If this ordinance is approved by the Council, the next step would be for the Sarpy County Board to pass a resolution to cede jurisdiction to the city.

PLANNING DEPARTMENT RECOMMENDATION:

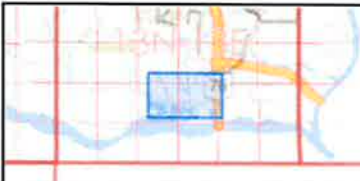
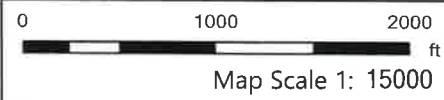
The Planning Department recommends APPROVAL of this request.



ETJ MAP



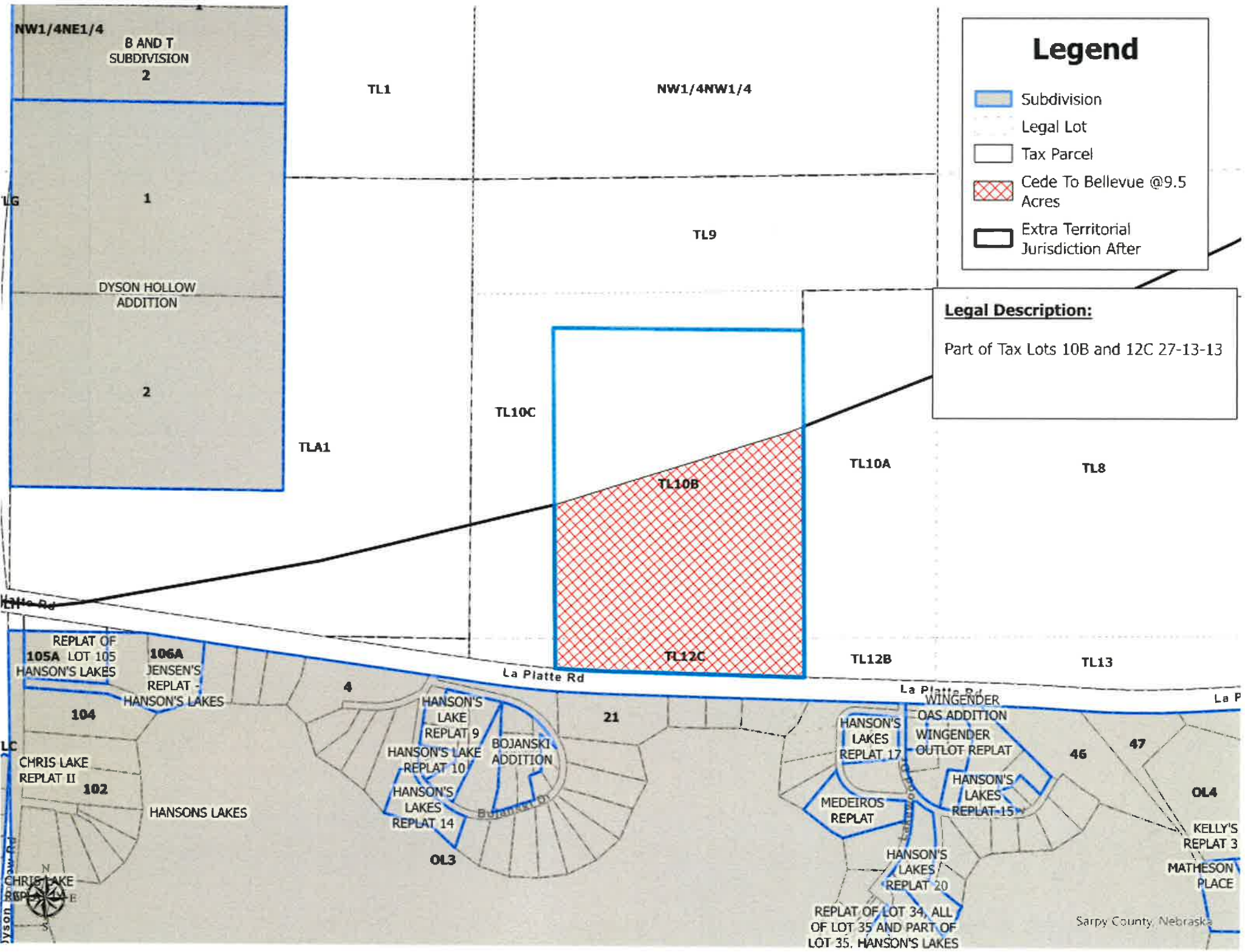
Sarpy County GIS



Notes



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.



Legend

- Subdivision
- Legal Lot
- Tax Parcel
- Cede To Bellevue @9.5 Acres
- Extra Territorial Jurisdiction After

Legal Description:
 Part of Tax Lots 10B and 12C 27-13-13

NW1/4NE1/4
 8 AND T
 SUBDIVISION
 2

TL1

NW1/4NW1/4

1

TL9

DYSON HOLLOW
 ADDITION

2

TLA1

TL10C

TL10A

TL8

TL10B

Dyson Rd

REPLAT OF
 105A LOT 105
 HANSON'S LAKES

106A
 JENSEN'S
 REPLAT

La Platte Rd

TL12B

TL13

104

HANSON'S LAKES

4

HANSON'S LAKE
 REPLAT 9
 HANSON'S LAKE
 REPLAT 10
 HANSON'S
 LAKES
 REPLAT 14

21

BOJANSKI
 ADDITION

La Platte Rd
 WINGENDER
 OAS ADDITION

HANSON'S
 LAKES
 REPLAT 17

WINGENDER
 OUTLOT REPLAT

46

47

HANSON'S
 LAKES
 REPLAT-15

CHRIS LAKE
 REPLAT II

102

HANSONS LAKES

MEDEIROS
 REPLAT

HANSON'S
 LAKES
 REPLAT 20

OL4

KELLY'S
 REPLAT 3

MATHESON
 PLACE

Dyson Rd



REPLAT OF LOT 34, ALL
 OF LOT 35 AND PART OF
 LOT 35. HANSON'S LAKES

Sarpy County, Nebraska

ORDINANCE NO. 4196

AN ORDINANCE TO AMEND SECTION 26-40 OF ARTICLE III OF CHAPTER 26 OF THE BELLEVUE CITY CODE RELATING TO BOUNDARIES OF THE OFFICIAL ZONING JURISDICTION MAP FOR LANDS LYING INSIDE THE CITY LIMITS OF BELLEVUE AND LANDS LYING OUTSIDE THE CITY LIMITS BUT WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION; TO ADOPT A MAP ESTABLISHING JURISDICTIONAL BOUNDARIES; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. That Section 26-40 of Article III of Chapter 26 of the Bellevue City Code is hereby amended to read as follows:

(a) Whenever used in this Code, the term "Official Zoning Jurisdiction Maps" shall mean the map attached to this Ordinance as Exhibit A and dated October 23, 2025, as such Maps are amended by ordinance from time to time. To the extent required by law, the Official Zoning Jurisdiction Maps are by this reference made a part of this Section 26-40. The Official Zoning Maps shall be maintained by the planning department and shall be considered the official map for purposes of sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska, and for purposes of enforcement of the Code, including the City zoning ordinance and the subdivision regulations.

(b) The Official Zoning Jurisdiction Maps shall separately identify the corporate limits of the City and those areas that lie outside the corporate limits of the city that have been designated by the city for purposes of implementing sections 16-901 through 16-905, inclusive, of the laws of the State of Nebraska and contemplated by section 26-38(ii) of this Code.

(c) The Official Zoning Jurisdiction Maps shall be amended as necessary, or appropriate, whenever the city shall modify its corporate limits. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

(d) The location, size, shape, and boundaries of the zones to which the provisions of section 26-38 and section 26-39 of this Code are applicable shall be indicated on the Official Zoning Jurisdiction Maps. Any amendment to a zoning classification on the Official Zoning Jurisdiction Map shall include the legal description of the land involved, including appropriate adjacent public right-of-way on public property. Any such amendment shall be promptly and permanently noted on the face of the Official Zoning Jurisdiction Maps.

Section 2. That Section 26-40 of the Bellevue City Code as heretofore existing is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication according to law.

Adopted by the Mayor and City Council this _____ day of _____, 2025.

ATTEST:

Mayor

City Clerk

First Reading: _____
Second Reading: _____
Third Reading: _____



APPROVED AS TO FORM:

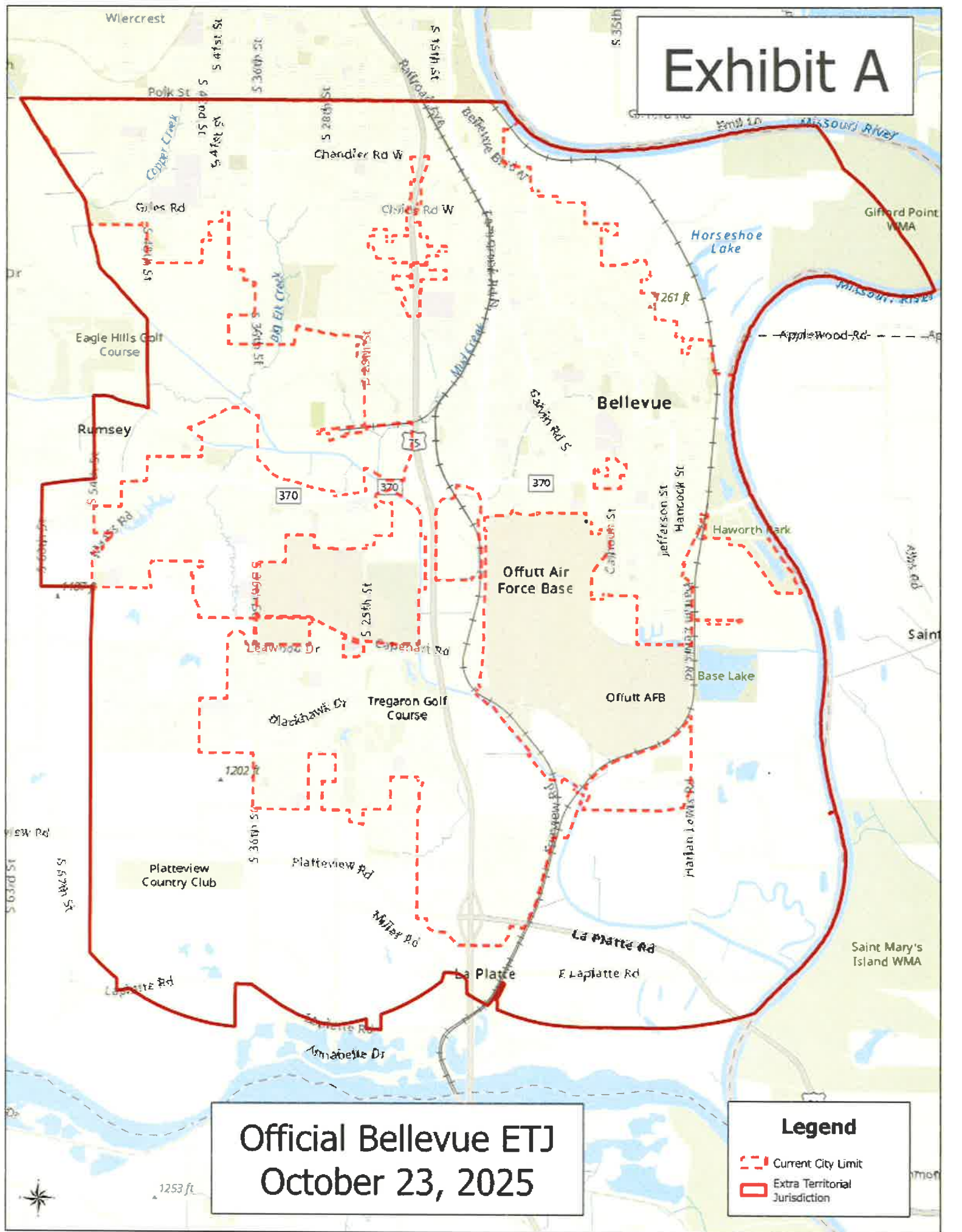
City Attorney

Exhibit A

Official Bellevue ETJ October 23, 2025

Legend

-  Current City Limit
-  Extra Territorial Jurisdiction



RESOLUTION NO. 2025-07 18

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2025-01~~ 2025-07 passed ~~February 18~~ May 6, 2025, is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days

Pre-connect deposit fees	\$500
Penalty Fee 2 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000

Papio Creek and South Sarpy Watershed Partnership Fees

~~July 1, 2024 – June 30, 2025~~

Residential – up to a four plex	\$ 1058
Multi-family – greater than a four plex	\$ 4656
Commercial and Industrial	\$ 5642

~~July 1, 2025 – June 30, 2026~~

Residential – up to a four plex	\$ 1058
Multi-family – greater than a four plex	\$ 4656
Commercial and Industrial	\$ 5642

July 1, 2025 – June 30, 2026

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1090
High Density Multi-family Residential – greater than a 4-plex	\$4795
Commercial/Industrial/Industrial per gross acre	\$5812

July 1, 2026– June 30, 2027

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1122
High Density Multi-family Residential – greater than a 4-plex	\$4939
Commercial/Industrial/Industrial per gross acre	\$5986

July 1, 2027– June 30, 2028

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1156
High Density Multi-family Residential – greater than a 4-plex	\$5087
Commercial/Industrial/Industrial per gross acre	\$ 6166

July 1, 2028– June 30, 2029

Single Family Residential –includes low density multi- family up to a 4-plex per dwelling unit	\$1191
High Density Multi-family Residential – greater than a 4-plex	\$5240
Commercial/Industrial/Industrial per gross acre	\$ 6351

BUILDING & USE FEES (Continued)

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$80
Single Family Siding Permits	\$25
SIDEWALK WAIVERS	
Request for Waiver (sidewalk construction/repair)	\$30
STREET CUT	
Fee for street cut	\$49 per sq. ft. up to 6' deep with an additional 10% per foot over 6'
Winter Charge	additional 10% for street cuts from November 15th to April 1st
<u>FIRE AND RESCUE SQUAD FEES</u>	
Basic Life Support, Non-Emergency (BLS)	\$ 365.00
Basic Life Support, Emergency (BLS-Emergency)	\$ 750.00
Advanced Life Support, Non-Emergency (ALS)	\$ 475.00
Advanced Life Support, Emergency Level I (ALS1)	\$ 850.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$1050.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 18.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

NON-EMERGENCY FIRE AND RESCUE SQUAD FEES

MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS

1ST Weekly Call Per Patient will be FREE

2nd Call for Same Patient, In Same Week, will be \$ 400.00

3rd Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only

TMA Fee/Public Fee

1-4 Hour Scheduled Event	\$200.00/\$300.00
1-8 Hour Scheduled Event	\$400.00/\$600.00
1 Observer	Included/Included
*Plus Consumable Material Used	

Training Tower and Fire Simulator

TMA/ Public Fee

1-4 Hour Scheduled Event	\$400.00/\$800.00
1-8 Hour Scheduled Event	\$800.00/\$1,600.00
Natural Gas	Included/Included
1 Gas/Tower Operator	Included/Included
Additional Gas Operator	\$50/Hr/\$65/Hr

FIRE TRAINING FACILITY FEES

Confined Space

TMA Fee/Public Fee

1-4 Hour Scheduled Event	\$400.00/\$600.00
1-8 Hour Scheduled Event	\$800.00/\$1,200.00
2 Observers	Included/Included

Driving Area

TMA Fee/Public Fee

1-4 Hour Scheduled Events	\$200.00/\$200.00
1-8 Hour Scheduled Events	\$400.00/\$400.00
1 Observer	Included/Included
Cones	Included/Included

Extrication Area

TMA Fee/Public Fee

1-4 Hour Scheduled Events Per Year	\$200.00/\$200.00
1 Observer	Included/Included
Each Vehicle	\$100.00/\$100.00

Classroom Area	TMA Fee/Public Fee
Room 1	
1-4 Hour Scheduled Event	\$300.00/\$300.00
1-8 Hour Scheduled Event	\$600.00/\$600.00
Room 2 or Room 3	
1-4 Hour Scheduled Event	\$200.00/\$200.00
1-8 Hour Scheduled Event	\$400.00/\$400.00
Rooms 1, 2, and 3	
1-4 Hour Scheduled Event	\$600.00/\$600.00
1-8 Hour Scheduled Event	\$1,200.00/\$1,200.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included

FIRE TRAINING FACILITY FEES

Entire Training Site	TMA Fee/Public Fee
1-4 Hour Scheduled Event	\$1,200.00/\$1,200.00
1-8 Hour Scheduled Event	\$2,400.00/\$2,400.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Health Care Facilities	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Hospital and Nursing Home Revisits	\$50.00 up to one hour \$25.00 for each additional ½ hour NOT TO EXCEED \$150.00
Liquor Inspections:	
Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00

FIRE INSPECTION FEE SCHEDULE

Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00

FIRE INSPECTION FEE SCHEDULE – (Continued)

Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)	
1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee
Snow Removal	
1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police	\$100/hour
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GRADE PERMIT FEES

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$200
1-5 acres	\$400
over 5 acres	\$550
Zoning Text Amendment	\$500
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 250
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 350
Flood Plain Development Permit	\$ 50
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$ 150
151 – 300 square feet	\$ 200
Over 300 square feet	\$ 300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).

\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF

An application of a new, modified, or replacement utility

\$250 per pole or structure pole or support structure intended to support one or more SWF's and the associated SWF.

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees
(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	4% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench

OTHER FEES – (Continued)

Cemetery:

Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size
	\$ 450 Cremains
	\$ 400 Infant
	\$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Saturday Funeral arriving after 12:00 p.m.(add'l charge)	\$ 200
Winter Funerals (extra charge) (November 15 – March 15)	\$ 40

Other Fees:

\$ 10 Stone Setting Permit
\$ 100 Government Marker setting fee
\$ 125 Attach VA Marker to Niche Door or or Engraving

Disinterment Fees:

\$1,100 Full size
\$ 600 Cremains
\$ 555 Infant

Grave Spaces:

\$ 800 Full Size (New Sections G & H)
\$ 125 Infant
\$ 800 Niche

Walkway Plots

\$1,000

Columbarium Plots

\$1,200 Row 1 (Top of Columbarium)
\$1,000 Row 2
\$ 800 Row 3
\$ 600 Row 4
\$ 400 Row 5

Green Burial Space:

\$1,600 Full Size (includes marker)

In-Ground Cremation Space:

\$ 900 (includes marker)

Scattering Garden:

\$ 400 (includes brass plaque)

Commemorative Street Application Fee

\$25

Dog, Cat & Pot-Bellied Pig Fees

(Collected by NE Humane Society-not City of Bellevue)

Dog/Cat License (Annual Fee)

\$5 each if spayed/neutered, (no charge for owners age 65 and older)
\$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)

OTHER FEES – (Continued)

Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$ 5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30 2 nd impoundment \$60 3 rd impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge Pot-bellied Pig License Late Charge	Double applicable license fee \$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society-not City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers' Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100

OTHER FEES – (Continued)

Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25
Temporary Business Licenses:	
Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions ONLY applies to 4-month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant/ Mobile Vendor	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be certified to license fee issued
Event Participation License Fees – Carnival/Circus/ Public Amusement Show/Music Concert/Temporary Amusement Park–	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per State Statute + \$10 administrative fee
Trash Hauling Permit & Bond	\$ 25/ truck/ year + \$ 25,000 public liability bond & \$ 10/ day late fee

OTHER FEES – (Continued)

Trash and Recycling Residential Collection Fee, effective May 6, 2025

- \$16.56 per month, per residence for 35-gallon service
- \$20.25 per month, per residence for 65-gallon service
- \$24.99 per month, per residence for 95-gallon service
- \$15.00 for each bulky item pick up
- \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
- \$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
- \$13.09 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

Limb Circumference

Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee (Includes motorcycles)	\$125
Storage Fee	\$25/per day
Storage for Victimless Incidents – City lots	\$25/day outside; \$50/day inside
Administration Fee	\$ 30
Locksmith Fee	\$ 30
Straight Trucks Licensed for more than	
Four (4) tons	\$200
Other vehicles (snowmobiles, boats, etc.)	\$125

Extraordinary tows
(i.e. flatbed and accident clean up)

Per towing company contract

Street/Alley Vacation

Application Fee

\$50

Administrative Fee

\$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media

\$10 per tape, CD, DVD, or other media

Comprehensive Plan

\$50

Zoning Map

\$5

Zoning Ordinance w/Map

\$25

Subdivision Regulations

\$15

Bellevue City Maps

\$0.75 - \$20 depending upon size

200E3

(price range for all maps, plats, etc.,
reproduced by Public Works)

Fire Report

\$50

Police Report

\$10

Police Photos

(Digital)

\$20 per CD or other digital media device

35 mm photos

\$20 per roll

Certification by City Clerk

\$5 certification fee + cost of copies

Copy Fee (paper)

\$0.25 per page

For residents of Nebraska (defined as a person domiciled in this state, including news media without regard to domicile), the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees with respect to any hours exceeding eight (8) cumulative hours of searching, identifying, physically redacting, or copying such records, since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office. However, the special service charge shall not include any charge for: (1) the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public; or (2) copies of blank forms or pages that have all meaningful information redacted. *See* Neb. Rev. Stat. § 84-712(c). For nonresidents of Nebraska, the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records. *See* Neb. Rev. Stat. § 84-712(d). For all requests, the City may require a deposit if the estimated cost to fulfill the request exceeds \$50.00.

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant’s alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

OTHER FEES – (Continued)

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:

Books, Audio Books, CD’s, DVDs	\$0.10/day
Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Makerspace

Based on amount/type of consumable used for project

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of

item

Materials Processing

Replacement of Materials

\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

OTHER FEES – (Continued)

Replacements for Books on CD Cases

\$ 8 for small, \$ 9 for medium, \$ 10 for large

Replacements for Game/Stamp Boxes

\$5

Replacements for Binge & Hotspot Boxes

\$10

Copier/Printer Rates

Black & White Copies/Prints

\$0.10/page (single sided)

Color Prints

\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$400

Saturday \$450

\$200 – Non-profit

Reed Center – Damage Deposit

\$300

Field Rentals

\$40 per hour light fee +

\$200 per day

Jr. T-Ball

\$30

T-Ball/Coach Pitch

\$40

Baseball/Softball

\$45

Adult Softball – Church League

\$70 Tennis Lessons

Juniors

\$25

Adults

\$30

Swimming Pools:	
Swimming Lessons	\$40
Daily Swim Fee	
Youth (18 - Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2 year – Adult)	\$2.00
Seniors (55 & Over)	Free
Season Swim Pass	
Youth Pass	\$ 50
Adult Pass	\$ 60
Family	\$135
Pool Parties	
Pool Rental Fee	\$130
<u>RECREATION FEES (Continued)</u>	
	\$ 60
Lifeguard Fee (2)	
Track Club	\$40
Youth Sports Camp	\$35 single session \$45 both sessions
Youth Soccer League	
Spring	\$40
Fall	\$40
Youth Flag Football League	
Spring	\$40
Fall	\$40
Historic Presbyterian Church Rental Fee	\$425
<u>SEWER CONNECTION FEES</u>	
Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$1,165
Duplex	\$2,070
Multi Family	\$ 910
Commercial/Industrial	\$5,050 per acre, minimum \$2,435 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$200
Re-inspection Fee (after two inspections)	\$70

THE UNIFIED SARPY COUNTY AND CITIES WASTEWATER AGENCY CONNECTION FEES

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Single family residential lots located in the Urban Reserve Zone ("URZ") consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
Single family residential lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and Multifamily uses	\$22,845 per acre	\$28,556 per acre	\$29,984 per acre	\$31,484 per acre	\$32,059 per acre

Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type of zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

TAX INCREMENT FINANCING (TIF) FEES – (Continued)

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

ANIMAL RELATED FEES in effect through December 31, 2022:-
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License- (Annual Fee)		
\$5.00	if spayed/neutered	No charge for owners aged 65 and older
\$15.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License- (Late Fees)		
Double applicable license fee	if spayed/neutered	
Double applicable license fee	if not spayed/neutered	
Dog and Cat Pet Advocacy- Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License- (Annual Fee)		
\$35.00		
Pot-bellied Pig License- (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs- (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$0.50	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)

TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony-Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

**Animal Related Fees effective beginning January 1, 2023:
(Fees to be collected by the NHS, not the City of Bellevue)**

Dog and Cat License (Annual Fee)		
\$12.00	if spayed/neutered	No charge for owners aged 65 and older
\$25.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
\$10.00	if spayed/neutered	
\$20.00	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$6.00	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	

\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the **6th** day of **May**, 2025.

PASSED AND APPROVED THIS **6TH** DAY OF **MAY**, 2025.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2025-07

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2025-01 passed February 18, 2025, is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical
Electrical and Grading

1997 Uniform Administrative Code fees as amended

Penalty Fee

4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days

Pre-connect deposit fees	\$500
Penalty Fee 2 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000

Papio Creek and South Sarpy Watershed Partnership Fees

July 1, 2024 – June 30, 2025	
Residential – up to a four plex	\$ 1058
Multi-family – greater than a four plex	\$ 4656
Commercial and Industrial	\$ 5642
July 1, 2025 – June 30, 2026	
Residential – up to a four plex	\$ 1058
Multi-family – greater than a four plex	\$ 4656
Commercial and Industrial	\$ 5642

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)

Commercial	25% of building permit fee
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Demolition of Building Permit (\$25,000 bond for each)

Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code

Building Moving Permit (120 sq. ft. or greater) \$25

Sheds Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$80
Single Family Siding Permits	\$25
SIDEWALK WAIVERS	
Request for Waiver (sidewalk construction/repair)	\$30
STREET CUT	
Fee for street cut	\$49 per sq. ft. up to 6' deep with an additional 10% per foot over 6'
Winter Charge	additional 10% for street cuts from November 15th to April 1st
<u>FIRE AND RESCUE SQUAD FEES</u>	
Basic Life Support, Non-Emergency (BLS)	\$ 365.00
Basic Life Support, Emergency (BLS-Emergency)	\$ 750.00
Advanced Life Support, Non-Emergency (ALS)	\$ 475.00
Advanced Life Support, Emergency Level I (ALS1)	\$ 850.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$1050.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 18.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

NON-EMERGENCY FIRE AND RESCUE SQUAD FEES

MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS

1ST Weekly Call Per Patient will be FREE

2nd Call for Same Patient, In Same Week, will be \$ 400.00

3rd Call and Each Subsequent Call for Same Patient, within the Same Week will be \$ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed \$ 400.00 Per Patient.

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only

TMA Fee/Public Fee

1-4 Hour Scheduled Event

\$200.00/\$300.00

1-8 Hour Scheduled Event

\$400.00/\$600.00

1 Observer

Included/Included

*Plus Consumable Material Used

Training Tower and Fire Simulator

TMA/ Public Fee

1-4 Hour Scheduled Event

\$400.00/\$800.00

1-8 Hour Scheduled Event

\$800.00/\$1,600.00

Natural Gas

Included/Included

1 Gas/Tower Operator

Included/Included

Additional Gas Operator

\$50/Hr/\$65/Hr

FIRE TRAINING FACILITY FEES

Confined Space

TMA Fee/Public Fee

1-4 Hour Scheduled Event

\$400.00/\$600.00

1-8 Hour Scheduled Event

\$800.00/\$1,200.00

2 Observers

Included/Included

Driving Area

TMA Fee/Public Fee

1-4 Hour Scheduled Events

\$200.00/\$200.00

1-8 Hour Scheduled Events

\$400.00/\$400.00

1 Observer

Included/Included

Cones

Included/Included

Extrication Area

TMA Fee/Public Fee

1-4 Hour Scheduled Events Per Year

\$200.00/\$200.00

1 Observer

Included/Included

Each Vehicle

\$100.00/\$100.00

Classroom Area**TMA Fee/Public Fee**

Room 1

1-4 Hour Scheduled Event

\$300.00/\$300.00

1-8 Hour Scheduled Event

\$600.00/\$600.00

Room 2 or Room 3

1-4 Hour Scheduled Event

\$200.00/\$200.00

1-8 Hour Scheduled Event

\$400.00/\$400.00

Rooms 1, 2, and 3

1-4 Hour Scheduled Event

\$600.00/\$600.00

1-8 Hour Scheduled Event

\$1,200.00/\$1,200.00

Available AV Equipment

Included/Included

Chairs

Included/Included

Janitorial Fee

Included/Included

FIRE TRAINING FACILITY FEES**Entire Training Site****TMA Fee/Public Fee**

1-4 Hour Scheduled Event

\$1,200.00/\$1,200.00

1-8 Hour Scheduled Event

\$2,400.00/\$2,400.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:

50 Beds or Less

\$ 50.00

51 – 100

\$100.00

101 and Up

\$150.00

Health Care Facilities

50 Beds or Less

\$ 50.00

51 – 100

\$100.00

101 and Up

\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment

\$50.00

Consumption Establishments

\$75.00

FIRE INSPECTION FEE SCHEDULE

Revisits for either

\$50.00

Child Care Inspections:

1 to 8 Children

\$40.00

9 to 12 Children

\$50.00

13 or More Children

\$60.00

FIRE INSPECTION FEE SCHEDULE – (Continued)

Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)	
1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee
Snow Removal	
1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police	\$100/hour
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GRADE PERMIT FEES

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$200
1-5 acres	\$400
over 5 acres	\$550
Zoning Text Amendment	\$500
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 250
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 350
Flood Plain Development Permit	\$ 50
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$ 150
151 – 300 square feet	\$ 200
Over 300 square feet	\$ 300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).

\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF

An application of a new, modified, or replacement utility

\$250 per pole or structure pole or support structure intended to support one or more SWF's and the associated SWF.

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench

OTHER FEES – (Continued)

Cemetery:

Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size
	\$ 450 Cremains
	\$ 400 Infant
	\$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Saturday Funeral arriving after 12:00 p.m.(add'l charge)	\$ 200
Winter Funerals (extra charge) (November 15 – March 15)	\$ 40

Other Fees:

\$ 10 Stone Setting Permit
\$ 100 Government Marker setting fee
\$ 125 Attach VA Marker to Niche Door or or Engraving

Disinterment Fees:

\$1,100 Full size
\$ 600 Cremains
\$ 555 Infant

Grave Spaces:

\$ 800 Full Size (New Sections G & H)
\$ 125 Infant
\$ 800 Niche

Walkway Plots

\$1,000

Columbarium Plots

\$1,200 Row 1 (Top of Columbarium)
\$1,000 Row 2
\$ 800 Row 3
\$ 600 Row 4
\$ 400 Row 5

Green Burial Space:

\$1,600 Full Size (includes marker)

In-Ground Cremation Space:

\$ 900 (includes marker)

Scattering Garden:

\$ 400 (includes brass plaque)

Commemorative Street Application Fee

\$25

Dog, Cat & Pot-Bellied Pig Fees

(Collected by NE Humane Society-not City of Bellevue)

Dog/Cat License (Annual Fee)

\$5 each if spayed/neutered, (no charge for owners age 65 and older)
\$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)

OTHER FEES – (Continued)

Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$ 5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30 2 nd impoundment \$60 3 rd impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers' Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application)	\$0
Season Operator Fee (electricity included)	
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 100

OTHER FEES – (Continued)

Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25
Temporary Business Licenses:	
Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions ONLY applies to 4-month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant/ Mobile Vendor	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per State Statute + \$10 administrative fee
Trash and Recycling Residential Collection Fee, effective May 6, 2025	\$16.56 per month, per residence for 35- gallon service \$20.25 per month, per residence for 65- gallon service \$24.99 per month, per residence for 95- gallon service \$15.00 for each bulky item pick up \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds \$1.00 for each extra bag of material, not

OTHER FEES – (Continued)

to exceed 13 gallons or 25 pounds
\$13.09 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

Limb Circumference

Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee (Includes motorcycles)	\$125
Storage Fee	\$25/per day
Storage for Victimless Incidents – City lots	\$25/day outside; \$50/day inside
Administration Fee	\$ 30
Locksmith Fee	\$ 30
Straight Trucks Licensed for more than Four (4) tons	\$200
Other vehicles (snowmobiles, boats, etc.)	\$125
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

Street/Alley Vacation

Application Fee	\$50
Administrative Fee	\$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10

PUBLIC RECORDS – (Continued)

Police Photos (Digital) 35 mm photos	\$20 per CD or other digital media device \$20 per roll
Certification by City Clerk Copy Fee (paper or electronic)	\$5 certification fee + cost of copies \$0.25 per page

For residents of Nebraska (defined as a person domiciled in this state, including news media without regard to domicile), the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees with respect to any hours exceeding eight (8) cumulative hours of searching, identifying, physically redacting, or copying such records, since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office. However, the special service charge shall not include any charge for: (1) the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public; or (2) copies of blank forms or pages that have all meaningful information redacted. *See* Neb. Rev. Stat. § 84-712(c). For nonresidents of Nebraska, the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records. *See* Neb. Rev. Stat. § 84-712(d). For all requests, the City may require a deposit if the estimated cost to fulfill the request exceeds \$50.00.

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership	
Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1
Fines:	
Books, Audio Books, CD's, DVDs	\$0.10/day

LIBRARY FEES – (Continued)

Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement
Interlibrary Loan:	
Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender
Proctor Fees	
Prints	\$0.10/page (single sided)
Postage	\$3 per item
Makerspace	Based on amount/type of consumable used for project
Lost Items	Replacement cost of item (or purchase like item as replacement)
Damaged Items	Damage cost assessed up to full value of item
Materials Processing	
Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD Cases	\$ 8 for small, \$ 9 for medium, \$ 10 for large
Replacements for Game/Stamp Boxes	\$5
Replacements for Binge & Hotspot Boxes	\$10
Copier/Printer Rates	
Black & White Copies/Prints	\$0.10/page (single sided)
Color Prints	\$0.50/page (single sided)
<u>RECREATION FEES</u>	100% BEFORE first day
Reed Center – Rental	\$400 Saturday \$450 \$200 – Non-profit
Reed Center – Damage Deposit	\$300
Field Rentals	\$40 per hour light fee + \$200 per day
Jr. T-Ball	\$30

RECREATION FEES (Continued)

T-Ball/Coach Pitch	\$40
Baseball/Softball	\$45
Adult Softball – Church League	\$70 Tennis Lessons
Juniors	\$25
Adults	\$30
Swimming Pools:	
Swimming Lessons	\$40
Daily Swim Fee	
Youth (18 - Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2 year – Adult)	\$2.00
Seniors (55 & Over)	Free
Season Swim Pass	
Youth Pass	\$ 50
Adult Pass	\$ 60
Family	\$135
Pool Parties	
Pool Rental Fee	\$130
Lifeguard Fee (2)	\$ 60
Track Club	\$40
Youth Sports Camp	\$35 single session \$45 both sessions
Youth Soccer League	
Spring	\$40
Fall	\$40
Youth Flag Football League	
Spring	\$40
Fall	\$40
Historic Presbyterian Church Rental Fee	\$425

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$1,165
Duplex	\$2,070
Multi Family	\$ 910

SEWER CONNECTION FEES – (Continued)

Commercial/Industrial	\$5,050 per acre, minimum \$2,435 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$200
Re-inspection Fee (after two inspections)	\$70

THE UNIFIED SARPY COUNTY AND CITIES WASTEWATER AGENCY CONNECTION FEES

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Single family residential lots located in the Urban Reserve Zone ("URZ") consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
Single family residential lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,571 per parcel/tract/lot	\$5,714 per parcel/tract/lot	\$6,000 per parcel/tract/lot	\$6,300 per parcel/tract/lot	\$6,615 per parcel/tract/lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and Multifamily uses	\$22,845 per acre	\$28,556 per acre	\$29,984 per acre	\$31,484 per acre	\$32,059 per acre

*** Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type of zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.**

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
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TAX INCREMENT FINANCING (TIF) FEES (Continued)

Processing Fee \$3,000

Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)

TIF principal amount:
 First \$500,000 None
 Next \$1,500,000 1.5%
 Next \$2,000,000 1%
 No fees of TIF amounts over \$4,000,000

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

ANIMAL RELATED FEES in effect through December 31, 2022:
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
\$5.00	if spayed/neutered	No charge for owners aged 65 and older
\$15.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
Double applicable license fee	if spayed/neutered	
Double applicable license fee	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person

\$0.50	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

**Animal Related Fees effective beginning January 1, 2023:
(Fees to be collected by the NHS, not the City of Bellevue)**

Dog and Cat License (Annual Fee)		
\$12.00	if spayed/neutered	No charge for owners aged 65 and older
\$25.00	if not spayed/neutered	\$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
\$10.00	if spayed/neutered	
\$20.00	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
\$100.00	Initial permit	Obtained through the NHS
\$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
\$35.00		
Pot-bellied Pig License (Late Fees)		
\$50.00		

Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
\$5.00	Handling fee	if not applied for in person
\$6.00	Replacement license if lost	
\$16.00/per day	Kennel Fee for capture and confinement	
\$30.00	1 st impoundment	
\$60.00	2 nd impoundment	
\$100.00	3 rd impoundment	
\$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
\$100.00/year	Kennel License	(if allowed by zoning)
\$25.00	Feral Cat Colony Caretaker Permit fee	
\$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the 6th day of May, 2025.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2025.



CITY OF BELLEVUE

[Handwritten Signature]
Mayor

ATTEST:

[Handwritten Signature]
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
9/2/2025

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Legal	
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 2025-19 to authorize the City of Bellevue's participation in the national opioid settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus

SYNOPSIS/BACKGROUND:

A new proposed settlement has been reached in pending opioid litigation against certain settling defendants, namely Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. The City previously participated in settlements with other settling defendants, including Teva, Allergan, CVS, Walgreens, Walmart, Kroger, Purdue, and the Sackler family. These settling defendants entered into national opioid settlements in which it was alleged the settling defendants caused damages to states and localities through their manufacture, marketing, and distribution of addictive opioid drugs. Actual amounts to be received by the City depend on a number of factors, including the number of states and localities participating. Any funds received would be utilized only for eligible uses. Participation in the settlement would preclude the City from bringing its own opioid lawsuit against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <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:

Approve and authorize the Mayor to sign Resolution No. 2025-19

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2025-19"/>	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:



RESOLUTION NO. 2025-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE,
NEBRASKA AUTHORIZING THE CITY OF BELLEVUE’S PARTICIPATION IN THE
NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENT

WHEREAS, the State of Nebraska, along with many other states and subdivisions, has reached a final agreement with a pharmacy chain resolve legal claims against them for their role in the national opioid crisis; and

WHEREAS, the settlement agreement is with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (“Settling Defendants”); and

WHEREAS, the agreement contains industry-changing injunctive terms, wherein the Settling Defendants will be required to implement changes in how opioids are handled, implement requirements for compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring and reporting on red-flag processes, along with strict limitation on marketing, promotion, sale and distribution of opioids; and

WHEREAS, the New National Opioids Settlement: Secondary Manufacturers Opioids Implementation Administrator has advised the City of Bellevue that the City may register to participate in the settlements as a participating subdivision, in order to receive an, as of now, undetermined amount of money to be utilized for certain, eligible uses related to opioid abuse abatement, as evidence in Exhibit “A” attached hereto; and

WHEREAS, it is in the best interest of the City of Bellevue to participate in the settlement with the Settling Defendants.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that the Mayor is hereby authorized to register the City’s participation in the settlement and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlement on behalf of the City of Bellevue.

ADOPTED this ____ day of September 2025.

Mayor Rusty Hike

ATTEST:

City Clerk

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bellevue city, NE
Reference Number: CL-1766671

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Nebraska is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

Exhibit A

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or derek.bral@nebraska.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

**Secondary Manufacturers’ Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity: Bellevue city	State: NE
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a “Secondary Manufacturer’s Settlement” and collectively, “the Secondary Manufacturers’ Settlements”), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers’ Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers’ Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers’ Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatrix Inc. (“Mylan”) dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers’ Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers’ Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers’ Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers’ Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers’ Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
9/2/2025

COUNCIL MEETING DATE: 9/2/2025		SUBMITTED BY: Finance, CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of subordination agreement for CDBG Deed of Trust on the property at 909 Fort Crook Road North with Marathon Equity LLC

SYNOPSIS/BACKGROUND:

In 2020, the City award CDBG funding to Marathon Equity LLC for building improvements at 909 Fort Crook Road North. The work was complete and a Deed of Trust was filed in June 2024. The City has received a request from Marathon Equity LLC to approve a subordination agreement for the CDBG Deed of Trust. Marathon Equity has met all CDBG requirements for eligible activity and national objective requirements with a deed of trust in place for a period of five years from date of project completion, or October 4, 2028.

FISCAL IMPACT: \$ 98,919.50 BUDGETED FUNDS?: NA GRANT/MATCHING FUNDS?: Yes

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: 03/02/2021 END DATE: 10/04/2028 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the subordination agreement for CDBG Deed of Trust Instrument Number 2024-10785 with Marathon Equity, LLC

ATTACHMENTS:

1. Subordination Agreement	2. Deed of Trust 2024-10785	3. CDBG Subrecipient Agreement
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Simone Bortillon

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

WHEN RECORDED MAIL TO:

**City of Bellevue
1500 Wall Street
Bellevue, NE 68005**

FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT dated September ___, 2025, is made between The City of Bellevue, Nebraska, a Political Subdivision, whose address is 1500 Wall Street, Bellevue, NE 68005 (referred to below as "Junior Lender"), and Security National Bank of Omaha, whose address is PO Box 31400, Omaha, NE 68131 ("Senior Lender").

Junior Lender Deed of Trust. Junior Lender is the beneficiary under a Deed of Trust granted by **Marathon Equity L.L.C.** ("Grantor"); dated June 3, 2024, and recorded June 13, 2024, at **Instrument No. 2024-10785** of the records of Sarpy County, Nebraska, to secure a loan in the original amount of \$98,919.50 to Grantor, and covering the following described real estate:

Parcel 1:

LOT 1, SOUTHEAST PLAZA Replat, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

Parcel 2:

LOT 1, SOUTHEAST PLAZA, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

The Property or its address is commonly known as: **901 AND 909 Fort Crook Rd N, Bellevue, NE 68005.**

Senior Lender Deed of Trust. Senior Lender has made a loan to Borrower secured by a Deed of Trust granted by Grantor; dated March 24, 2020, and recorded March 27, 2020, at **Instrument No. 2020-07816**, Sarpy County Registry, Nebraska, as modified by a Modification of Deed of Trust dated March 22, 2023, and recorded March 23, 2023, at **Instrument No. 2023-04508**; and as will be further modified by a Modification of Deed of Trust to be executed and recorded in September 2025, which will increase the maximum principal amount secured by the Deed of Trust to \$9,100,000.00. The Senior Lender Deed of Trust, as modified, secures all obligations of

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER



2024-10785

06/13/2024 11:55:03 AM

Recording fees paid:

\$76.00

Deb Houghtaling
COUNTY CLERK/REGISTER OF DEEDS

Pages: 12

Submitter: CITY OF BELLEVUE

By: lam



DOT

Record & Return to:
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Attention: CDBG Office

DEED OF TRUST

THIS DEED OF TRUST is made as of the 3 day of JUNE, 2024, by and among Marathon Equity LLC, an business ("Trustor"), whose address is 901 Fort Crook Road N, Bellevue, Nebraska 68005, Aimee Batallion, Attorney ("Trustee"), whose address is 1500 Wall Street, Bellevue, NE 68005, and The City of Bellevue, Nebraska, a Political Subdivision ("Beneficiary"), whose address is 1500 Wall Street, Bellevue, NE 68005.

WHEREAS, Trustor has executed and delivered to and in favor of Beneficiary a Promissory Note in the maximum principal amount of Ninety-Eight Thousand Nine Hundred Nineteen and 50/100 Dollars (\$98,919.50) and dated as of the 3 day of JUNE, 2024, (as the same may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Note"), which Note provides, among other things, for the meeting of certain conditions by Trustor with respect to CDBG eligible activity and national objective requirements or final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be met or due on or before the date occurring October 4, 2028 after this Deed of Trust. The Note is by this reference thereto, incorporated into this Deed of Trust.

WHEREAS, Trustee is desirous of securing prompt payment of the Note and the performance of obligations thereunder with any interest, charges, and other fees ("Indebtedness"), if any, there on in accordance with the terms of this Deed of Trust, the Note, the CDBG Subrecipient Agreement between Trustor and Beneficiary, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby (collectively referred to as "Loan Instruments").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, Trustor, to secure payment of the Indebtedness, irrevocably and absolutely grants and conveys, warrants, sets over, transfers, assigns, bargains, and sells to Trustee, and its successors, IN TRUST, WITH ALL POWERS OFSALE and all statutory rights under the laws of Nebraska, for the benefit of Beneficiary, a security interest in, all of the Trustor's present and hereafter acquired estate, right, title, and interest in, to and under 909 Fort Crook Road North, located in City of Bellevue, County of Sarpy, State of Nebraska and legally described as (the "Property"):

Lot 1, Southeast Plaza, an addition to the City of Bellevue, as surveyed, platted and recorded with the vacated portions of streets, avenues, and alleys thereon, in Sarpy County, Nebraska.

TOGETHER WITH, all rents, easements, right-of-way, appurtenances, hereditaments, interest in adjoining roads, streets and alleys, existing or subsequently erected or affixed improvements and buildings, including fixtures, of any kind situated now or hereafter thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, all crops raised thereon, all water rights and all other rights, royalties and profits relating to the real property including without limitation all minerals, oil, gas, geothermal and similar matters.

The property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate."

The parties intend the definition of Trust Estate to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Trust Estate, the doubt should be resolved in favor of inclusion.

FOR THE PURPOSE OF SECURING:

- a. Payment of indebtedness in the total principal amount of **Ninety-Eight Thousand Nine Hundred Nineteen and 50/100 Dollars (\$98,919.50)**, as evidenced by the Note with a maturity date, on demand, but if not so demanded October 4, 2028, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals, thereof, and
- b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, and
- c. The performance of Trustor's covenants, agreements and obligations under the Loan Instruments.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

- 1. **PAYMENT OF INDEBTEDNESS.** Trustor shall pay when due the principal of, and the interest on the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.
- 2. **PERFORMANCE.** Trustor covenants and agrees to perform each of the secured obligations and to perform, comply with and abide by each and every of the agreements, conditions, representations, warranties and covenants contained and set forth in this Deed of Trust and each of the other Loan Instruments.
- 3. **TAXES.** Trustor shall pay all taxes, special taxes, assessments, charges (including water, cable, gas, sewer), fines and impositions levied against or on account of the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of this Deed of Trust, which may be levied upon Beneficiary's interest herein or upon this Deed of Trust or the debt secured hereby, without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.
- 4. **INSURANCE.** Until the Indebtedness is fully and finally paid or forgiven pursuant to the Loan Instruments, the Property and improvements, all fixtures, equipment and property therein contained or installed shall be kept unceasingly and adequately insured against loss and damage by such fire, hazards, and casualties, in an amount equal to not less than one hundred

percent (100%) of the unpaid principal balance of the Note and sufficient to avoid application of any coinsurance clauses. All policies shall be written policies and by insurance companies approved by Beneficiary, which approval shall not be unreasonably withheld. Such insurance policy(ies) shall contain a standard mortgage clause in favor of Beneficiary as well as a waiver of subrogation endorsement, and shall not be cancelable, terminable, or modifiable without thirty (30) days prior written notice to Beneficiary, all as required by Beneficiary, in form and content acceptable to Beneficiary. All policies or duplicate originals thereof shall, with all premiums fully paid by Trustor, be delivered to Trustee as issued at last thirty (30) days before the expiration of existing policies and shall be held by Trustee until all sums hereby secured are fully paid or are forgiven pursuant to the Loan Instruments.

5. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF INSURANCE PROCEEDS. In case of loss or damage by fire or other casualty, Trustor shall immediately give Trustee and the insurance companies that have insured against such risk written notice of such occurrence.

In case of loss or damage by fire or other casualty, Trustor shall, if no Event of Default then exists hereunder and the losses do not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), have the right to settle, compromise or adjust any claim under, and receive for the purpose of rebuilding and restoration of the Property, the proceeds arising from, any and all losses payable under effective insurance policies. All claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Trustor and Trustee and the proceeds paid as hereinafter provided.

In the event insurance proceeds in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000) are payable or if an Event of Default exists hereunder, then in either such events, Trustee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Trustee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof shall, if requested by Trustor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Trustor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Property, in Trustee's sole and absolute discretion is capable of being restored to that condition which existed immediately prior to the damage or loss; (ii) the insurance proceeds, together with all other funds which are to be provided by Trustor, are sufficient to restore the Property; (iii) Trustee determines that income from the Property shall not be materially affected following the completion of the restoration or rebuilding; (iv) all Leases of the Property will continue in full force and effect during the period of restoration and thereafter for the remaining terms of such leases and shall not have terminated by reason of such casualty or otherwise; and (v) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute an Event of Default upon the giving of notice or the passage of time, or both.

In the event that Trustee makes said proceeds available to Trustor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Trustee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Trustee, the Trustor shall pay all costs incurred by Trustee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Trustee, and a title company or agent approved by Trustee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or

restoring of the Improvements exceeds the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), then insurance proceeds shall not be made available to Trustor unless and until Trustee has approved plans and specifications for the proposed rebuilding and restoration. If the proceeds are to be made available by Trustee to Trustor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Property shall, at the option of the Trustee, be paid to any party entitled thereto under such conditions as Trustee may reasonably require, so long as no Event of Default then exists hereunder or under any other Loan Instrument. In the event an Event of Default does then exist, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Property shall, at the option of the Trustee, be applied to the account of the Indebtedness. No interest shall be allowed to Trustor on any proceeds of insurance held by Trustee.

In the event proceeds of insurance are not made available to Trustor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Trustee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance proceeds upon the Indebtedness in such order of priority as Trustee, in its sole discretion, determines, provided that any amount so applied by Trustee in reduction of the outstanding principal balance of the Notes shall be credited to installments of principal in the inverse order of their maturity but no such application shall delay or postpone any installment payment of principal and interest under the Notes.

6. REPAIRS, IMPROVEMENTS LIENS, ETC. Trustor shall: (a) promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate; (b) not demolish or remove any improvements from the Property without the Beneficiary's written consent. As a condition to removal of any improvements, Beneficiary may require Trustor to make arrangements satisfactory to Beneficiary to replace such improvements with improvements of at least equal value and substantially the same in character; (c) not, in any event, commit waste on or to the Trust Estate; (d) keep the Property free from mechanic's liens or other liens or claims for liens; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws and law relating to the accommodation of persons with disabilities), ordinance or other governmental regulation in effect from time to time affecting the Property and use thereof, and covenants, easements and restrictions of record with respect to the Property and use thereof; (f) obtain and maintain in full force and effect all certificates, licenses, permits and approvals that are required by law or necessary for the construction of the improvements or the use and occupancy of the Property. Without limiting the generalities of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, soil, gravel or rock products without Beneficiary's prior written consent. The Beneficiary may enter upon and make inspections of the Property including the interior of any improvements with the Trustor's written consent, which consent will not be unreasonably withheld. In the event the Beneficiary desires to enter and make inspections of the interior of any improvements, the Beneficiary shall provide the Trustor at least 24 hours' notice prior to appearing.

7. ACTIONS AFFECTING TRUST ESTATE. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan

Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence to title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

8. EMINENT DOMAIN. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, which shall be applied first to pay the indebtedness secured by this Deed of Trust whether or not then due, with any excess paid to Trustor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage provided it has the Trustor's prior written consent, which shall not be unreasonably withheld. Trustor shall not make any settlement for the damages sustained thereby without Beneficiary's prior written approval. If the amount of an initial award of damages for the condemnation is insufficient to pay the amount of the secured indebtedness in full with interest and costs, the Beneficiary may file an appeal or other legal proceedings as its legal counsel may advise to be appropriate under the circumstances in the name of the Trustor or of the Beneficiary and to prosecute same to final conclusion or otherwise dispose thereof. If the Beneficiary does not file an appeal or other legal proceeding in the name of the Trustor, then the Trustor may file an appeal or other legal proceeding as it determines to be appropriate. In the event of an appeal or other legal proceeding by the Beneficiary in the name of the Trustor or by the Trustor itself, the expenses of the appeal or other appropriate legal proceedings, including counsel fees, shall be first paid out of the proceeds in excess of the initial award being appealed. All such compensation awards, damages, rights of action and proceed awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and applied as set forth above and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

9. FUTURE ADVANCES. Intentionally left blank.

10. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

11. SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

12. EVENTS OF DEFAULT. It is expressly agreed by Trustor that time is of the essence in all matters related to the provisions of this Deed of Trust and that the whole of the Indebtedness shall become immediately due and payable without notice to Trustor at the option of the Trustee upon the occurrence of one or more of the following events (hereinbefore and hereinafter

collectively referred to as "Events of Default" and individually referred to as an "Event of Default"):

(a) Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum due hereunder or under any Loan Instrument when due;

(b) Failure to meet the CDBG National Objectives, Funding Terms and Conditions, and all other provisions, covenants and agreements as set forth in the CDBG Subrecipient Agreement.

(c) Failure or default in due observance or performance of any of the other covenants, agreements, or conditions herein or contained in any of the Loan Instruments, which do not relate to the nonpayment of any monetary sum;

(d) There has occurred a breach under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments and the expiration of any applicable cure period without the same having been cured;

(e) The entry of a decree or order for relief by a court having jurisdiction in respect of Trustor, a member of Trustor, or any guarantor of the Note or Loan Instruments secured hereby (any of the foregoing parties being referred to herein as a "Key Party"), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

(f) The commencement by any Key Party of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity, or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of the foregoing;

(g) The death of any guarantor of the Indebtedness secured hereby or such guarantor's revocation of such guarantor's guaranty; or

(h) Any warranty, representation, certification, financial statement, or other information furnished or to be furnished to Beneficiary by or on behalf of Trustor or any guarantor of the Indebtedness to induce Beneficiary to loan the money evidenced by the Note proves to have been inaccurate or false in any material respect when made.

13. ACCELERATION UPON DEFAULT, REMEDIES. Should an event of default occur, Trustee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived and without regard to the value of the Property held as security for the Indebtedness or the solvency of any person liable for the payment of such Indebtedness. Thereafter Trustee may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon

and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Beneficiary, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Trustee may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale:

(ii) Institute an action for the foreclosure of this Deed of Trust and the sale of the Property pursuant to the judgment or decree of a court of competent jurisdiction;

(iii) Foreclose by power of sale as herein contained;

(iv) Take all action to protect and enforce the rights of Trustee under this Deed of Trust by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights;

(v) Sell the Property to highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise such manner, as may be required by law, or in the absence of any such requirement, as Trustee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law;

(vi) Foreclose this Deed of Trust, at Trustee's option, by judicial or non-judicial foreclosure, for the entire unpaid amount of the Indebtedness, or only as to the sum past due, with interest and costs without injury to this Deed of Trust or the displacement or impairment of the remained of the lien thereof, and at such foreclosure sale, the Property be sold subject to all remaining items of the indebtedness and Trustee may again foreclose, in the same manner, as often as there may be any sum past due. In case of sale in any action or proceeding to foreclose this Deed of Trust, the Trustee shall have the right to sell the Property covered hereby in parts or as an entirety. It is intended hereby to give the Trustee the widest possible discretion permitted by law with respect to all aspects of any such sale or sales.

(vii) Terminate any management agreements, contracts, or agents/managers responsible for the property management of the Property, if in the sole discretion of Trustee such property management is unsatisfactory in any respect;

(viii) if an Event of Default occurs due to the nonpayment of the Indebtedness, or any part thereof, as an alternative to the right of foreclosure for the full Indebtedness after acceleration thereof, Trustee shall have the right to institute proceedings, either judicial or non-judicial, at Trustee's option, for partial foreclosure with respect to the portion of said Indebtedness so in default, as if under a foreclosure, and without declaring the entire Indebtedness due (such proceedings being hereinafter referred to as "Partial Foreclosure"), and provided that if a foreclosure sale is made because of an Event of Default in the payment of a part of the Indebtedness, such sale may be made subject to the continuing lien of this Deed of Trust for the

unmatured part of the Indebtedness: and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part, this Deed of Trust and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section. Notwithstanding any Partial Foreclosure, Trustee may elect, at any time prior to sale pursuant to such Partial Foreclosure, to discontinue such Partial Foreclosure and to accelerate the Indebtedness by reason of any Event of Default upon which such Partial Foreclosure was predicated or by reason of any other further Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosures may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Indebtedness, it being the purpose to provide for the Partial Foreclosure sale of the Indebtedness hereby without exhausting the power to foreclose and to sell the Property pursuant to any such Partial Foreclosure for any other part of the Indebtedness, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

14. DUE ON SALE CLAUSE. In the event Trustor, without the prior written consent of Beneficiary, sells, further encumbers, transfers and / or conveys part or all of the property, by deed, land contract, any lease which gives the lessee any option to purchased the Property or any part thereof, or any other means by which legal, beneficial or equitable title is transferred, Beneficiary shall be entitled at its option to declare all sums secured hereby immediately due and payable and require prompt payment by Trustor. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of a subsequent occurrence. Any consent by Beneficiary to a change in ownership or to a change in the composition of Trustor may be conditioned upon a transfer fee for processing such a request for consent, upon an increase in the rate or interest on the unpaid balance of the indebtedness to a then-current market rate, and/or other terms and conditions as Beneficiary may impose in its sole discretion.

15. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed of deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee and Beneficiary, may purchase at such sale.

(b) As may be permitted by law, after deducting Trustee Fees, Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, trustee fees, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust and Loan Instruments until the same have been paid in full; (c) to the payment of junior Trust Deeds, mortgagee or other lien holders; and (d) the balance.

if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

16. REMEDIES NOT EXCLUSIVE. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor in the extent such action is permitted by law.

17. REQUEST FOR NOTICE. Trustor and Beneficiary hereby request a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

18. WAIVER OF STATUTORY RIGHTS. Trustor shall not, and will not, apply for or avail itself of any homestead, appraisalment, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but to the extent lawfully allowed hereby waives the benefit of such laws. Trustor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien of this Deed of Trust and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. To the extent permitted by law, Trustor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

19. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable law, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

20. RECONVEYANCE BY TRUSTEE. Upon written request of Beneficiary stating that all sums secured hereby have been paid or have been forgiven pursuant to the Loan Instruments and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees. Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

21. NOTICES. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at this time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

22. INTEGRATION. This Deed of Trust, together with the other Loan Instruments, constitute the entire agreement between the parties hereto pertaining to the subject matters of this Deed of Trust and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters of this Deed of Trust and Loan Instruments.

23. TRUSTEE MATTERS.

(a) Trustor agrees that the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee. Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon. Moreover, Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

(b) Except for willful misconduct, Trustee shall not be liable for any act of omission or error of judgment. Trustee may rely on any document believed by Trustee in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Trustor hereby indemnifies Trustee against all liability and expenses that Trustee may incur in the performance of Trustee's duties hereunder.

(c) Trustee may resign upon thirty (30) days' prior written notice to Beneficiary.

24. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

25. INSPECTION. Beneficiary or its agent may make reasonable entries upon and inspections of the property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

26. TRUSTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest.

Beneficiary shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

27. MISCELLANEOUS.

i. This Deed of Trust and all provisions of this Deed of Trust shall extend to and be binding upon Trustor and its heirs, grantees and assigns, any subsequent owner or owners of the Property and all persons claiming under or through Trustor (but this clause shall not be construed as constituting the consent by Trustee to the transfer of any interest in the Property), and the word "Trustor" when used herein shall include any such person and all persons liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed said Notes or this Deed of Trust. The word "Trustee", when used herein, shall include the successors and assigns of Trustee, and the holder or holders, from time to time, of the Notes secured hereby. In addition, in the event Trustor is a land trust or similar entity, the term "Trustor" as used herein shall include the Trustee or beneficiaries of such land trust or similar entity.

ii. In the event one or more of the provisions contained in this Deed of Trustor the Notes secured hereby, or in any other security documents given to secure the payment of the Notes secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Trustee, not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

iii. The Trustor will, from time to time, upon ten (10) business days' prior written request from Trustee, make, execute, acknowledge and deliver to Trustee such supplemental mortgages, certificates and other documents, including without limitation UCC financing statements, as may be necessary for better assuring and confirming unto Trustee any of the Property, or for more particularly identifying and describing the Property, or to preserve or protect the priority of this Deed of Trust lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Trustee to carry out the intentions of this Deed of Trust.

iv. Trustor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Deed of Trust to rely on the Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Trustor hereby assigns to Trustee any and all rights to give consent for all or any portion of the Property or any interest therein to be so used. Similarly, no building or other Improvement on the Property shall rely on any premises not subject to the lien of this Deed of Trust or any interest therein to fulfill any governmental or municipal requirement. Trustor shall not by act or omission impair the integrity of the Property as a single zoning lot separate and apart from all other premises. Any act or omission by Trustor which would result in a violation of any of the provisions of this paragraph shall be void.

v. Trustor will, from time to time, upon ten (10) business days' prior written request by Trustee, execute, acknowledge and deliver to Trustee, a certificate stating that this Deed of Trust is unmodified and in full force and effect (or, if there have been modifications, that this Deed of Trust is in full force and effect as modified and setting forth such modifications) and stating the principal amount secured hereby and the interest accrued to date on such principal

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
MARATHON VENTURES, INC.
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 2nd day of March 2021 by and between the subrecipient MARATHON VENTURES, INC. hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of \$100,000.00 for building rehabilitation located at 909 Fort Crook Road N, Bellevue, NE 68005; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$100,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of building rehabilitation for the commercial building at 909 Fort Crook Road N, Bellevue, NE 68005. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide building rehabilitation assistance to improve the existing structure to meet food safety requirements and position the company to protect the existing employment and providing a basis for growth and increased employment opportunities at 909 Fort Crook Road N as eligible under 24 CFR 570.203(b). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all Grantee approved work for building improvements as outlined in the CDBG 2020 application and budget.
 - ii. Provide matching funds needed to complete the building improvement project.
 - iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.
 - b. Income Benefit Goals. It is anticipated that 5 unduplicated low- to moderate-income individuals will be provided with new employment opportunities.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that

the activity carried out under this agreement will meet the National Objective Job Benefit as a business providing employment opportunity to low- and moderate-income persons in excess of 51 percent as defined in 24 CFR 570.208.

- d. Collateral Requirements. To ensure program compliance, the GRANTEE will place a Deed of Trust on the property receiving CDBG assistance in the amount of the grant funds expended. The Deed of Trust will remain in place for a period of five years from the date of the completion of work and close out of contract.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons provided with new employment.
 - b. Update on the expenditure of funding as well as a timeline for expenditure.
 - c. Documentation of match or funds leveraged with CDBG funding.
 - d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
 3. Public Benefit. The SUBRECIPIENT will ensure that a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by HUD regulations.
 - a. Standards for activities in the aggregate. The project outlined in this Agreement must in the aggregate create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used.
 - b. The aggregate standard is applicable to the single program year under which the funds are first obligated.
 4. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
 5. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 - a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.
 6. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
 7. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing,

replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

8. National Objective Documentation.

- a. The SUBRECIPIENT must demonstrate a minimum of 51 percent of the jobs created *will be made* available to low and moderate-income (LMI) persons. In addition, the SUBRECIPIENT will provide training for any such jobs requiring special skills or education. Documentation includes:
 - i. A listing by job title of the permanent jobs to be created, indicating which will be made available to LMI persons, which are part-time, which require special skills and education.
 - ii. A description of actions to be taken to ensure LMI persons are given first consideration for those jobs.
 - iii. A listing by job title of those permanent jobs that were filled and which of those were made available to LMI persons.
 - iv. A description of how first consideration to such persons was given, including an explanation of the hiring process.
 - v. A listing of LMI persons were interviewed for each job, and which were hired.
- b. The Subrecipient must demonstrate a minimum of 51 percent of the jobs *will be held by* LMI persons on a full-time equivalent basis. Documentation includes:
 - i. A listing by job title of permanent jobs filled and which were initially taken by a LMI persons.
 - ii. For each LMI person hired, the family size and annual income of the person's family prior to being hired, or evidence that they may be presumed to be a LMI person under 24 CFR 570.208(a)(4)(iv).

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$100,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. **DUNS Number.** The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. **Quarterly Reporting.** The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. **Record Retention.** The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. **Beneficiary Data.** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. **Disclosure.** The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. **Purchasing Procedures.**
 - a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
 - b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.
12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.
 - a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare

the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and

providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- c. "Section 3" Clause.
 - i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low - income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. **Assignability.** The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. **Subcontracts.** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. **Monitoring.** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. **Content.** The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - iii. It will require that the language of paragraph (d) of this certification 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; and
 - iv. Lobby Certification.

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 section 1352, Title 31, U.S. Code. 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.
- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
- a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. AGREEMENT MODIFICATION.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any

materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President
Marathon Ventures, LLC
909 Fort Crook Road N
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Paul Cook

Paul Cook, Council President
City of Bellevue, Nebraska

John Larson

John Larson, President
Marathon Ventures, LLC

Rich Severson

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that ~~Paul Cook~~ ^{*Paul Cook*} and Susan Kluthe, whose names as ~~Mayor~~ ^{*Council President*} and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, 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~~ ^{*Council President*} 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 official seal.

Signature: *Shirley R. Harbin*
(Affix Notarial Seal) 

My Commission Expires: *August 23, 2023*

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 19th day of February, 2021, by John Larson, President, on behalf of the organization.

My Commission Expires: *May 6, 2023*



Jessica L. Placek
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/2/2025

COUNCIL MEETING DATE: September 2nd, 2025		SUBMITTED BY: Fire Chief Perry Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve the Tri-Mutual Aid Agreement

SYNOPSIS/BACKGROUND:

The Tri-Mutual Aid Agreement needs to be renewed. The Agreement will last for ten (10) years from the date of signing.

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:

Recommend the Bellevue City Council approve the Tri-Mutual Aid Agreement.

ATTACHMENTS:

1. <input type="text"/>	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: *Limma Bortillon*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

Under the authority of the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Mutual Aid Agreement is hereby entered into by the communities and the rural/suburban/special fire districts within Douglas County Nebraska, Sarpy County Nebraska, Cass County Nebraska, Washington County Nebraska, Dodge County Nebraska, Saunders County Nebraska, and Pottawattamie County Iowa, as described in Section 1 below.

WHEREAS, The Interlocal Cooperation Act, Nebraska Revised Statutes Chapter 13, Article 8 (the "Act"), authorizes two or more political subdivisions to form a separate legal entity by an interlocal agreement such as this Agreement, and once formed, that entity holds any of the legal powers and authorities of either of the forming entities, as may be set forth in, or limited by, such interlocal agreement; and

WHEREAS, the Act authorizes local government agencies to enter into agreements in a cooperative undertaking for purposes of providing services to each other; and,

WHEREAS, the entities described in Section 1 below desire to create an association so that they may work together and mutually cooperate in fighting fires and responding to other emergencies which assume or threaten to assume proportions beyond the capacity of the fire and EMS defenses of any individual town, rural or suburban fire district, or of any community; and,

WHEREAS, the signatories to this Agreement have agreed to create the Tri-Mutual Aid Fire Fighters Association for purposes of providing this assistance to each other; and,

WHEREAS, this Agreement contemplates that these entities will provide mutual aid and protect the safety and lives of the property within the various communities from fire loss, medical emergencies, natural and man-made disasters, as set forth in this Agreement; and,

WHEREAS, Nebraska Law also provides that the parties may contemplate reimbursement for services and assistance rendered to other governmental agencies should such mutual aid extend beyond the agreed upon time; and,

WHEREAS, the Agreement also details the process by which the entities may recover from each other, and may seek reimbursement when contemplated under the Nebraska Emergency Management Act (NEMA) and the Federal Emergency Management Act (FEMA); and,

WHEREAS, the signatories to this Agreement have agreed as described herein.

NOW, THEREFORE, BASED ON THE PREMISES DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

1. Tri-Mutual Aid Fire Fighters Association. The signatories to this Agreement comprise the Tri-Mutual Aid Fire Fighters Association ('Association'), which is made up of the communities and rural/suburban/special fire protection districts of Douglas, Sarpy, Cass, Washington, Dodge and Saunders Counties of Nebraska and Pottawattamie County of Iowa, namely:

Springfield	Louisville	Waterloo
Carter Lake	Ponca Hills	Blair
Elkhorn Fire District	Omaha Airport Authority	Council Bluffs
Papillion	Murray	Ralston
Valley	Yutan	Boys Town
Wahoo	Offutt	Plattsmouth
Bellevue	Omaha	Irvington
Bennington	Fort Calhoun	Fremont
Gretna	Arlington	Fremont Rural
Kennard	Millard Fire District	Ashland

The Tri-Mutual Aid Fire Fighters Association herein shall be governed by a board of directors of three people elected by the member fire departments of the association as provided by the Constitution and By-laws of the Association. The main office of the Association shall be the Secretary-Treasurer of the Association. That office may change at the desire of the Association. A copy of the Constitution and By-laws of the Tri-Mutual Aid Fire Fighters Association shall be maintained in the office of the entity and shall be available for review by any member.

2. Purpose. The purpose of the Tri-Mutual Aid Fire Fighters Association is to better ensure the safety of the lives and property of citizens within communities from fire loss, medical emergencies, and natural disasters. Each entity that is a member of the association initiates their mutual cooperation in fighting fires and other emergencies, which assume or threaten to assume, proportions beyond the capacity of the fire and EMS defenses of any individual town, rural or suburban fire protection district, or of any community or mutual aid association adjoining the Tri-Mutual Aid Fire Fighter Association from which a request for assistance has been made. The entities initiate the assistance to each other in the use of fire apparatus, medic units, specialized units or apparatus, firefighter/EMTs, fire officials, fire, medical or HAZMAT/CBRN (Hazardous Material/Chemical, Biological, Radiological, Nuclear) equipment and any other items the fire defense required to control the fire, medical or HAZMAT/CBRN related emergency or disaster.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

3. Term Duration and Termination. This Agreement supersedes any prior Interlocal Agreement between the Association and any other agency identified in Section 1. This Agreement shall become effective upon its execution and shall remain in effect for a period of ten (10) years absent further action from any party. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written Agreement of the party.

This Agreement may be terminated upon mutual written consent of the parties, or any individual party may withdraw from the Association by providing ninety (90) days written notice to the others of its intention to withdraw from the Agreement. At the end of the ninety (90) day period, such entity shall have no further obligation under this Agreement.

This Agreement may also be terminated by a Party for a material breach of the other Party's obligations under this Agreement if such breach is not cured within a reasonable time following written notice to the breaching Party that specifies the material breach or breaches. In no event shall the allowed reasonable time to cure be less than thirty (30) days following receipt of the notice, unless such breach is related to the performance of a duty for which Nebraska statutes prescribe specific dates or timeframes for performance. Following any such failure to cure, the breaching Party may notify the other Party in writing that the Agreement is terminated as to the breaching party effective in one (1) year following receipt of such notice. If any such breach cannot be cured within such allowed time period, but the breaching Party has commenced to cure such breach during such period, then to the fullest extent permitted by applicable law, for so long as the breaching Party diligently pursues cure, the non-breaching Party shall not be permitted to send the termination notice contemplated by the immediately preceding sentence.

4. Obligation of the Parties.
 - a. Provision of Aid and Assistance. When an entity within the Association needs aid or assistance, they shall request assistance that they need from that member or members from whom they need aid or assistance. Pursuant to the terms and conditions set forth in this Agreement, it shall not be construed to impose an obligation on any entity due to this Agreement to provide mutual aid when it has been requested. When requested, an individual entity may deem itself unavailable to respond and shall also inform their requester of its services.
 - b. Designation of Authorized Representative. Each agency who is a party to the Association shall designate an authorized representative. Such designation shall be



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

communicated to all parties upon execution of the Agreement. Such designation may be amended at any time by either party upon timely notice.

- c. Procedure for Requesting Assistance. The request for assistance shall be made by the authorized representative of a recipient agency to the authorized representative of the providing agency. This request must indicate that it is made pursuant to this Agreement.
5. Equipment Available. Parties to this Agreement agree to make all available equipment that they have as part of their stock available to mutual aid requests. Such equipment shall include all fire apparatus, medic units, specialized units or apparatus, firefighters, EMTs, fire officials, fire medical or HAZMAT/CBRN equipment and any other items that might be required to assist in a fire, medical or HAZMAT/CBRN related emergency or disaster.
- a. Supervision and Control. It is understood that any Fire Department that is part of the Association shall retain control of its own forces and that the Fire Chief and/or his/her designated representative of the local Fire Department requesting mutual aid shall be the coordinator, or incident commander, in charge of the entire task force for the duration of an emergency requiring the use of mutual aid. It is understood by the parties that incident command must be established and documented using the required Incident Command System (ICS) form agreed to by the parties (ICS Form 201). It is understood that all agencies that are a party to this Agreement shall operate under the National Incident Management System (NIMS) utilizing the Incident Command System (ICS) to ensure personnel accountability, resource management and ability to request additional resources from within or outside the jurisdictional area of responsibility. Additionally, where and when needed, the entities shall operate under a unified command structure which shall be documented on an ICS Form 201.
 - b. Documentation of Service/Services at Scene. It shall be the responsibility of the requesting department to document the scene specific details and summary of the incident to justify the request and services under this Agreement. Each individual party shall also document all services, personnel, and equipment utilized during an event under this Agreement. This documentation shall be retained for three (3) years following the date of the incident, or if a claim is made under the Nebraska Emergency Management Act (NEMA) or the Federal Emergency Management Act (FEMA) from the project close out date, whichever is later.
6. Reimbursement.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

- a. Each member of the Tri-Mutual Aid Fire Fighters Association shall be responsible for its own expenses during the first twelve (12) hours of the operational period, except for HAZMAT/CBRN costs, which may always be recoverable. It is understood that the receiving agency shall reimburse the providing agency for the following costs and expenses set forth in this Section incurred by the providing agency because of extending aid and assistance after the operating period of twelve (12) hours. It is further understood that the reimbursement to the providing agency by the receiving agency shall not be conditioned or contingent upon the receiving agency being compensated or reimbursed through a claim made under NEMA or FEMA.

(1.) Personnel. – During the period of assistance, the providing agency shall continue to compensate its employees according to the then prevailing Ordinances, rules, regulations, and agreements, if applicable. During the first twelve (12) hours of the operational period, those expenses shall be considered to have been donated to the receiving agency. However, if the period of assistance exceeds twelve (12) hours, the receiving agency is required to reimburse the providing agency for any compensation owed to the providing agency's employees who are directly involved in the assistance.

(2.) Material, Equipment, Supplies, and Labor. – The providing agency shall be reimbursed for all materials, equipment, supplies, and labor furnished by, used or damaged after the first twelve (12) hours of the operational period. Such reimbursement shall not be conditioned or contingent upon the receiving agency obtaining reimbursement through a claim made under NEMA or FEMA. Any material, equipment and supplies provided during the initial twelve (12) hour operational period shall be considered donated resources. The receiving agency shall not be responsible for reimbursing the providing agency for the cost of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the providing agency's personnel. The providing agency shall be responsible for tracking their own materials, equipment, supplies and any other expenses that may be available for reimbursement. Any equipment damaged while providing mutual aid should be retained and the damage documented by the department providing. When payment is due and further reimbursement is requested, the providing agency shall submit invoices to the receiving agency for all costs and expenses and the receiving agency shall pay the amount due upon reimbursement. In the absence of a reimbursement fee and/or cost schedule for labor and equipment owned by the providing agency being provided to the requesting agency prior to responding to a mutual aid request, the most current and published FEMA Schedule of Equipment Rates



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

(Schedule) and the stipulations in 44 CFR 206.228 shall be used as a basis for reimbursement of same or similar costs and expenses. Prior to their use in mutual aid, if it is determined that there is no same or similar cost or expense rate for equipment owned by the providing agency listed in the Schedule, or if costs, rates, fees or services to be rendered are not stipulated in 44 CFR 206.228, then reimbursement shall be contingent upon the providing agency submitting the anticipated costs, expense or fee to the requesting agency prior to their engagement or use in mutual aid with payment subject to the actual final invoice for such costs, expense or fee. If an agency submits for FEMA reimbursement, the applicable requirements, and stipulations of 2 CFR 200 and 44 CFR 206.228 apply.

- (3.) Notwithstanding the above, actual, and reasonable HAZMAT/CBRN costs will be paid to the providing department giving assistance by the receiving department and billed at rates no greater than the providing department's charges for its own jurisdiction. This shall include hazardous material expenses from the moment the operation commences. The receiving department requesting such HAZMAT/CBRN assistance may then recover such costs paid from the responsible party causing or allowing such hazardous materials spill or release.
- b. Record Keeping. The receiving entity shall provide information, directions and assistance for record keeping to the providing agency's personnel. The providing agency shall maintain records and invoices concerning reimbursement. In the event of a declaration of disaster when reimbursement expenses for mutual aid are attempted to be recovered from NEMA or FEMA, it shall be the responsibility of the department requesting assistance to certify and submit all eligible expenses and any accompanying documentation to NEMA/FEMA. The agency providing the assistance shall cooperate in providing that information, such as the billing and payment. The providing agency shall send an invoice for reimbursable costs and expenses, if applicable, together with appropriate documentation as required by the receiving agency, as soon as practical after such costs and expenses have been incurred. In instances where recovery is sought from NEMA or FEMA labor apparatus and equipment rates should be included for the reimbursement rates established by those entities. If those rates are determined not to be appropriate, the agency requesting the payments beyond the reimbursement schedule is responsible for providing the explanation as to why their rates may be unique and higher than the NEMA/FEMA Schedule of Equipment Rates in place at the time.



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

- c. Inspection of Records. All agencies subject to this Agreement shall make their records regarding cost and expenses for assistance provided under this Agreement available for audit upon request at any recipient of service under the Agreement.

7. Liability and Indemnity. Each department subject to this Agreement shall be responsible for any and all claims, damages, causes of action, demands, lawsuits, proceedings, losses, costs, liability, judgments, or expenses, including attorney fees, arising out of, connected with, in consequence of, or resulting from any acts or omissions, whether actual or alleged, whether or not meritorious, of its employees, officers, agents, and volunteers (collectively, their "Personnel") while performing services under this Agreement. Each Party to this Agreement agrees to indemnify and hold harmless any other Party to this Agreement and Tri-Mutual Aid Fire Fighters Association from any and all claims, damages, causes of action, demands, lawsuits, proceedings, losses, costs, liability, judgments, or expenses incurred, including attorney fees incurred in the defense, arising out of, connected with, in consequence of, or resulting from the alleged acts or omissions of their Personnel, whether or not the allegations are meritorious. Any Party seeking indemnification under this Section must give prompt, written notice of any claims, damages, causes of action, demands, lawsuits, proceedings, losses, costs, liability, judgments, or expenses which triggers obligations hereunder. Thereafter, the Party seeking indemnification shall cooperate in the defense or settlement negotiation of such claim, lawsuit, demand, or cause of action.

Each Party to this Agreement identified in Section 1 shall maintain insurance or self-insurance to provide coverage for such obligations as set forth in this Section 7. If such Party is insured, Tri-Mutual Aid Fire Fighters Association shall be named as an Additional Named Insured under such insurance policy, with a Certificate of Insurance provided to Tri-Mutual Aid Fire Fighters Association within thirty (30) days of execution of this Agreement. If such Party is self-insured, written confirmation of such self-insurance must be provided to Tri-Mutual Aid Fire Fighters Association within thirty (30) days of execution of this Agreement, and such written confirmation must state that the self-insured Party agrees to ensure Tri-Mutual Aid Fire Fighters Association for any obligations arising under this Section 7.

The indemnification and other obligations arising from this Section 7 shall survive the expiration and termination of this Agreement.

8. General Provisions.
 - a. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint



TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION INTERLOCAL AGREEMENT

venture between the Parties. All acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors or servants shall in no way be the responsibility of another Party. No Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

- b. Nondiscrimination. All parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- c. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- d. No Waiver: The failure of any Party to this Agreement to insist on strict performance of any covenants, conditions, or obligations hereunder, or to exercise any option herein conferred on any one more or instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions,



**TRI-MUTUAL AID FIRE FIGHTERS ASSOCIATION
INTERLOCAL AGREEMENT**

obligations, rights or options, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be made in writing and signed by an authorized representative of the waiving Party.

- e. Applicable Law and Venue. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

- f. Amendments/Modification. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- g. Drug Free Policy. All parties have established and maintain a drug free workplace policy.
- h. Conflict of Interest. In the performance of this Agreement, Requesting Agency will avoid all conflicts of interests or appearances of conflict of interest. Requesting Agency will report any conflict of interest immediately to the other party from whom aid is requested. Requesting Agency assures the other parties that no employee or volunteer will have a financial or personal interest in this Agreement.

Dated this _____ day of _____, Year 2025

Fire Department/Agency Name (Print)

Chief Officer of Department/Agency (Print)

Chief Officer of Department/Agency (Signature)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Public Works/Street Department	
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:

Purchase of material screener, sifter.

SYNOPSIS/BACKGROUND:

The Street Department is requesting approval to purchase a Series 60, Model 68D material screener from Orbit Screens, 408 Air Park Dr., Prentice, WI.
The current city unit, ST 113, is a 2002 Model 68 Orbit screen.
The unit, if approved, will be traded in for \$18,000.

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:

Approval to purchase

ATTACHMENTS:

1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley B. Baskin

[Signature]

[Signature]



Orbit Screens

A DIVISION OF MULTITEK NORTH AMERICA, LLC

Multitek North America, LLC
 406 Air Park Dr
 P.O. Box 170
 Prentice, WI 54556
 Phone 715-360-1461
 www.orbitscreens.com
 andrew.wild@multitekinc.com

Orbit Screens - Product Quote/Order Form

Quote/Order To:				Shipping Address (if different)			
Name:	City of Bellevue	Quote #	5039	Name:			
Address1:	2012 Betz Rd			Address1:			
Address2:		Quote Date	8/20/25	Address2:			
City:	Bellevue			City:			
State:	NE	P.O. #		State:			
Zip:	68005			Zip:			

Item #	Qty.	Description	Price Ea.	Extended Price	Weight	Total Weight	
90068D	1	Series 60, Model 68D Screener - 24HP Deutz Diesel Engine, Hydraulic Lveleveling Cylinders, 2 Yd Hopper, Belted Fines and Overs Conveyors. Includes Remote On/Off Function	\$110,000	\$110,000	8500	8500	
97017	1	Series 60 Screendish, 1" Openings	\$4,050	\$4,050	450	450	
97021	1	Series 60 Screendish, 1.5" Openings	\$4,750	\$4,750	525	525	
97018	1	Series 60 Screendish, 1.25" Openings	\$4,050	\$4,050	475	475	
-	0	-	\$0	\$0	0	0	
-	0	-	\$0	\$0	0	0	Name: Todd Jarosz
-	0	-	\$0	\$0	0	0	Phone # 402-293-3129
-	0	-	\$0	\$0	0	0	Cell #
-	0	-	\$0	\$0	0	0	e-mail todd.jarosz@bellevue.net
-	0	-	\$0	\$0	0	0	
-	0	-	\$0	\$0	0	0	
-	0	-	\$0	\$0	0	0	Terms & Conditions Apply
-	0	-	\$0	\$0	0	0	Check orbitscreens.com for details

Total, Machine and Chosen Options.			\$122,850		9950		Note: Serial and Vin Numbers Added after Order is Accepted.
Wisconsin & Local Sales Tax (If applicable)							Serial #
Total Net Price, Machine and Options as Ordered Above			\$122,850				Vin #
Less Trade In Allowance			\$18,000				If Sales Tax Exempted, Certificate Required
Sub Total:			\$104,850				Delivery Schedule can be and is determined by the availability of components from Orbit Screens' Suppliers
Shipping			\$2,460				
Balance Due Prior to Shipping:			\$107,310		9950		Quote Valid 30 Days

Approved by Purchaser:	
Title & Date	
Order Accepted by Factory:	
Title & Date	

By signing you agree to Orbit Screens' Terms & Conditions

**Limited Warranty - 1 Year or 1000 Hours - Except Engine
 Engine Warranty provided by the Engine Manufacturer only**

NOTES:	Shipping is FOB Factory. Delivery fees TBD at time of shipping.	
	All Prices are U.S. Dollars - Payments to be Made to Multitek North America, LLC	
	Specifications and design of all models are subject to change without notice and without liability thereof	



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Bobby Riggs
From: Todd Jarosz
Subject: ST113
Date: 7-15-2025

Reviewing ST113, a 2002 Orbital screen sifter for replacement. The Orbital screen has been completely overhauled many times over the years and is in need of overhauling again. This unit and repair parts are obsolete. It is my recommendation that unit ST113 be replaced with a new similar piece of equipment that is designed for the job. ST113 is 23 years old and meets all the replacement criteria. The old ST113 is set to be traded in.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Dave Goedeke - 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:

Purchase new Rotary 2 Post Aboveground Turf Lift for the Goldenrod Shop.

SYNOPSIS/BACKGROUND:

Purchase new Rotary 2 Post Aboveground Turf Lift. This will replace 17-year old lift that has broken.

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 the purchase with Danielson Tech Supply for a new Rotary 2 Post Aboveground Turf Lift not to exceed \$14,127.54.

ATTACHMENTS:

1. <input type="text" value="Memo"/>	2. <input type="text" value="Quote"/>	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:






We Influence The World!

City of Bellevue
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

MEMO

TO: Dave Goedecken
Public Works Director

FROM: Jim Shada
Mark Blackburn

SUBJECT: Proposal for Goldenrod Turf Lift

DATE: August 14, 2025

I would like your approval to purchase a new Rotary 2 Post Aboveground Turf Lift for the Goldenrod shop. We need to replace a 17-year-old lift that is broken.

We have the amount for this expense in Building Maintenance - All other Buildings expense code 6317.

The vendor's name and cost estimate for the installation of the Turf Lift

Danielson Tech Supply \$14,127.54

Thank you for this consideration

Thank you!

Jim Shada
Mark Blackburn

Dave Goedecken

#16317



Danielson / Tech Supply, Inc. • 10322 Sapp Bros. Drive • Omaha, NE • (402) 896-3200 • (800) 237-9087

July 31, 2025

Bill To:
City of Bellevue Parks Department
8201 S 42nd Street
Bellevue, NE 68147
Attn: Mark Blackburn
402-515-6636

Ship To:
SAME

Rotary 2 Post Aboveground Turf Lift Proposal

Qty	Item	Description	Unit Price	Line Total
1	SPO10N1500BL	Rotary 10,000 lb. Symmetrical 2 Post Lift with 2 Stage Arms Front & Rear, with Flip Up Adapters.		\$6,422.86
1	FJ5204YL	Turf Arms Attachment Kit		\$5,074.28
5	Gallons	Hydraulic Oil	\$25.00	\$125.00
1	Removal	Removal of the existing turf lift and left on site.		\$350.00
1	Install	Installation of Rotary SPO10 2 Post Surface Lift and Turf Adapter Attachment Kit Does not include electrical wiring or shim plates if needed.		\$1,250.00
Subtotal				\$13,222.14
Incoming Freight				\$905.40
State & Local Sales Tax				Exempt
Total				\$14,127.54

Accepted By: _____ Date: _____

Proposed By: Bob Munger Date: July 31, 2025

Thank you for the opportunity to earn your business!

Please see page 2 for Standard Terms & Conditions

Terms & Conditions

1. Sales Tax, if applicable, is additional unless itemized separately.
2. All Prices and terms are valid for at least 30 days. After 30 days, quotations are subject to review before acceptance.
3. Orders cannot be cancelled or altered without Danielson/Tech Supply, Inc.'s consent and may be subject to additional fees.
4. A service charge of 1 ½ Percent per month will apply to all amounts not paid within terms of sale.
5. The Standard limited warranty and suitability for a particular purpose are strictly those of the manufacturer. Any warranties expressed and implied other than the manufacturers are invalid unless written and included as part of this quotation. Neglect, wear, abuse, and corrosion are not covered by any warranty. The solution to all warranties is the repair and/or replacement at the option of the manufacturer.
6. All prices exclude freight, delivery, unloading and installation unless specifically included.
7. Credit application must be completed and approved before any credit is extended. All new customers require 100% payment at the time of sale on all products. Large Equipment orders will require 50% down and the remaining 50% at the time of completion, unless otherwise agreed upon.
8. Indemnification: The customer, by acceptance of this proposal, agrees to indemnify and hold Danielson/Tech Supply, Inc. harmless from all liability direct or indirect for any claims for damages in which Danielson/Tech Supply, Inc. may be involved affecting the material herein specified and to defend all suits against Danielson/Tech Supply, Inc. involving such claims.
9. Delivery stated is based upon current schedules and is contingent upon strikes, accidents, fires, and all causes beyond our control.
10. Typographical errors and extensions are subject to correction.
11. All installation performed by Danielson/Tech Supply, Inc. carries a 1-year warranty on defective material and/or workmanship. Neglect, wear, abuse, corrosion are non-warranty conditions and are not covered.
12. An extended parts warranty is available through Rotary Lift if the lift is installed by Danielson Tech Supply. The extended warranty must be purchased within 6 months of the purchase date of the lift.
13. **All equipment sales and installation paid for with a credit card will be assessed a 3.5% credit card handling charge.**
14. Danielson Tech Supply offers an annual lift inspection. Please ask for details & pricing.
15. All installation prices exclude electrical wiring and hook-up unless specifically included. Lack of electrical power at the time of installation will result in additional charges.
16. A 5,000-lb. forklift, to be supplied by the customer, will be required on equipment shipped to a job location unless otherwise specified.
17. Concrete floors not meeting the manufacturer's minimum specifications will result in additional charges.
18. All installation prices exclude air to product and hook-up unless specifically included. Lack of air at the time of installation will result in additional charges.

Initial: _____

Date: _____

Rotary SPO10 Series SYMMETRIC LIFTS

ENGINEERED FOR CARS and LIGHT TRUCKS 10,000 lbs. CAPACITIES

Trust the industry standard symmetrical two post lift.

For over 30 years, Rotary Lift has built quality into every two-post we've designed. With industry-leading features, the SPO10 delivers everything your shop needs.

Choose your:

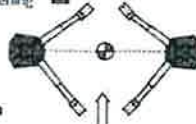
- Arm configuration
- Adapter type
- Lift height
- Power option
- Productivity accessories

Lifts feature:

- Original "Double S" column design
- Performance tested to 20,000 cycles
- Nationwide support
- ALI Gold Certified

True Symmetrical Lifts

Lift columns are not rotated providing more width between columns to accommodate larger vehicles and improve vehicle access - allows max door opening on trucks and vans for access to vehicle interior.



Symmetrical column orientation

Vehicle load is centered between the columns to maximize lifting capacity



SYMMETRIC LIFT SPECIFICATIONS WITH SHOCKWAVE

- Overall Height: 11' 8-1/2" / 12' 4-1/2"
- Overall Width: 11' 5-5/8"
- Drive-thru: 10' 2 1/2"
- Inside Columns: 11' 3/4"
- Min. Bay Size: 12' x 21'
- Ceiling Height Min: 12' / 12' 6"
- Motor / Voltage 10: 2 HP, 208-230V / 5 HP, 110V*
- Time of Full Rise and Descent: 45 seconds / 40 seconds / 25 seconds / 19 seconds*

* Actual rise and descent times vary depending on vehicle weight.



MODEL SHOWN: SPO10N700RH

SPO10

2-stage arms with exclusive three-position flip-up FA adapters

Flip-up adapters feature great strength in a simple design. The entire assembly is joined with a single pin providing stable support in any position.



Select product photographs shown with optional accessories that are not standard with each lift, unless otherwise noted.



MODEL SHOWN: SPO10N700BL

SPO10 TRIO™

Includes TRIO™ 2-piece, three-stage arms with the choice of three adapter options / models

Patented two-piece, three-stage TRIO™ asymmetrical arms have a lower profile making spotting a vehicle fast and easy with better vehicle protection. The arms are lower than the poly-covered adapters providing clearance for vehicle panels and ground effects. Choose the best adapter set for each vehicle to be repaired all on the same arm!



SPDA10-FA-TRIO



SPDA10-RA-TRIO



SPDA10-TA-TRIO

* EACH ADDITIONAL ADAPTER SET IS SOLD SEPARATELY



MODEL SHOWN: SPO10U5G5RD

SPO10-TRIO™ SW

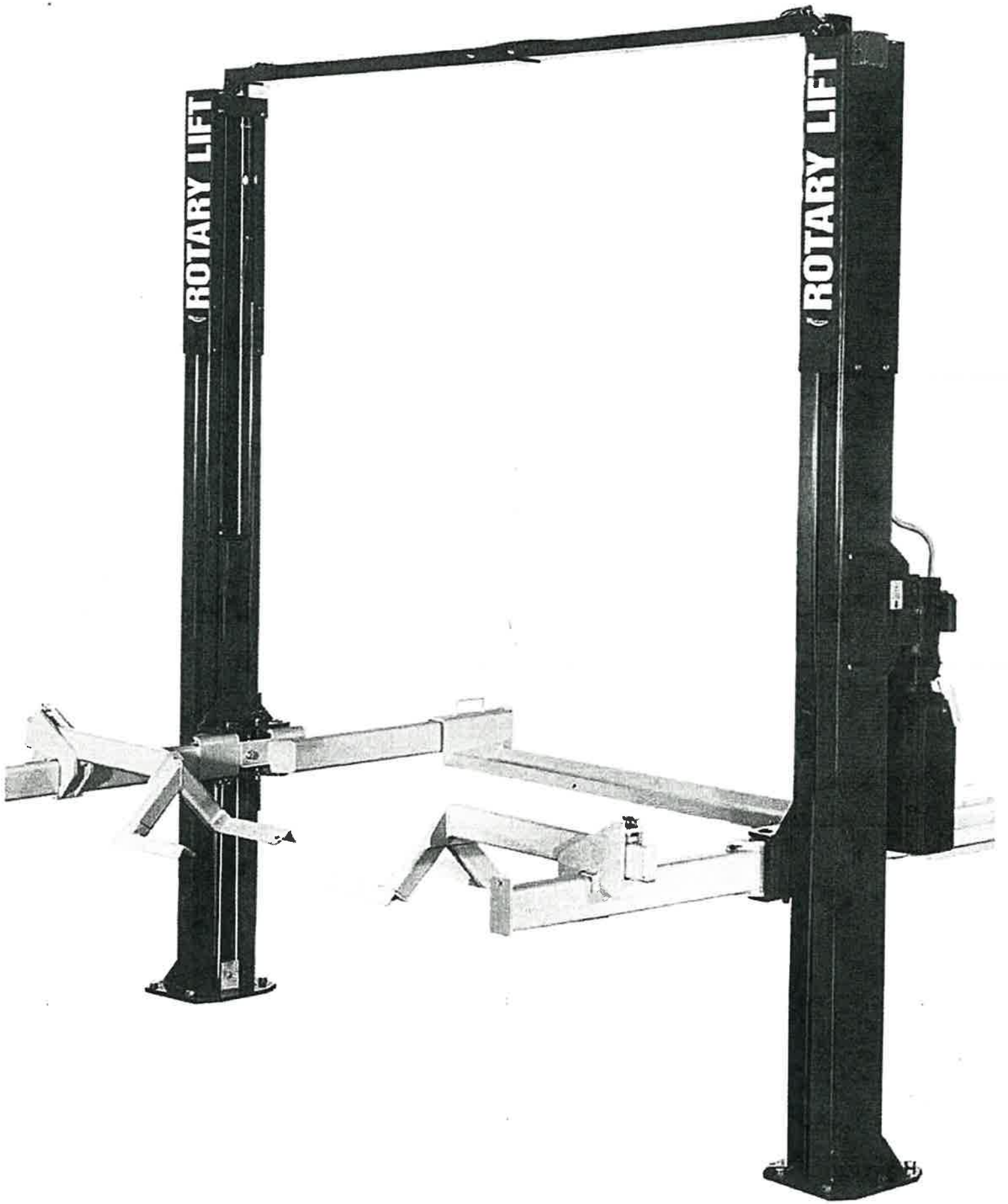
SHOCKWAVE-EQUIPPED POWER Includes TRIO™ 2-piece, three-stage arms plus exclusive DC SHOCKWAVE™ power with onboard 110v charger

Two times faster than any other standard service lift. Achieve your goals of greater technician productivity and higher profits. Designed specifically for bays where service speed is essential.



	SYMMETRIC LIFT MODELS BL = Blue / RD = Red	CONVENTIONAL 2-STAGE ARMS Flip Up Adapters (FA)	CONVENTIONAL 3-STAGE ARMS Truck Adapters (TA)	CONVENTIONAL 3-STAGE ARMS Round Adapters (RA)	THREE-STAGE TRIO ARMS Flip Up Adapters (FA)	THREE-STAGE TRIO ARMS Truck Adapters (TA)	THREE-STAGE TRIO ARMS Round Adapters (RA)
	STANDARD	SPO10N700BL SPO10N700RD	SPO10N5T0BL SPO10N5T0RD	SPO10N5G0BL SPO10N5G0RD	SPO10N800BL SPO10N800RD	SPO10N8T0BL SPO10N8T0RD	SPO10N8G0BL SPO10N8G0RD
	SHOCKWAVE EQUIPPED	SPO10U705BL SPO10U705RD	SPO10U5T5BL SPO10U5T5RD	SPO10U5G5BL SPO10U5G5RD	SPO10U805BL SPO10U805RD	SPO10U8T5BL SPO10U8T5RD	SPO10U8G5BL SPO10U8G5RD
Rise*	STANDARD SHOCKWAVE	72 5/8" - 78 1/8" 75 5/8" - 81 1/8"	72 11/16" to 75 3/16" 75 11/16" to 78 3/16"	72 1/2" to 74 3/4" 75 1/2" to 77 3/4"	72 3/4" to 76 1/4" 75 3/4" to 81 1/4"	72 1/8" to 73 3/8" 75 1/8" to 76 3/8"	72 3/16" to 73 5/16" 75 1/16" to 76 5/16"
Front Arm Min/Max		31" - 51"	27 1/2" / 59"	27 1/2" / 59"	30 1/2" - 51 1/2"	28 1/2" - 52"	28 1/2" - 52"
Rear Arm Min/Max		31" - 51"	27 1/2" / 59"	27 1/2" / 59"	30 1/2" - 54 7/8"	28 1/2" - 52"	28 1/2" - 52"
Min Adapter Height		4 5/8"	4 1/16"	4 1/2"	4 3/4"	4 1/8"	4 1/16"

* Rise measures lowest and highest position of the supplied adapters from floor to full cylinder stroke. Heights and widths reflect standard settings.
** Actual rise and descent times vary depending on vehicle weight. SPO10 lift colors come standard with your choice of red or blue.



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
9/2/2025

COUNCIL MEETING DATE: September 2, 2025		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

GIS Interlocal Agreement

SYNOPSIS/BACKGROUND:

Request approval of the GIS Interlocal Agreement. Exhibit A reflects the GIS funding breakdown for the operations. Exhibit B reflects the arial photos for each jurisdiction, and Exhibit C reflects ArcGIS Velocity License Costs for FY 2026. Exhibit D reflects Bellevue's annual cost share for FY2026. The term of this Agreement is upon execution by all Parties (October 1, 2025) and shall terminate September 30th, 2029.

FISCAL IMPACT:: \$79,926 FY2026 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

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: 6502 ACCOUNT NUMBER: 10-10-6502

RECOMMENDATION:

Approve and authorize Mayor to sign the GIS Interlocal Agreement for the GIS funding.

ATTACHMENTS:

- 1. Memo
- 2. Quote
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

Aimee Boutillon

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

GIS INTERLOCAL AGREEMENT

This GIS Interlocal Agreement (this "Agreement") is made and entered into on the 1st day of October, 2025, by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of La Vista, Nebraska ("La Vista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), County of Sarpy, Nebraska, a body politic and corporate ("Sarpy"), and the Papio Missouri River Natural Resource District ("P-MRNRD"), (collectively the "Parties"; each individually a "Party").

WHEREAS:

- (A) The Parties hereto engage in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc.; and,
- (B) The Parties have previously cooperated in the development and implementation of a Geographic Information System ("GIS"); and,
- (C) Each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and,
- (D) Each Party understands that the development, operation and maintenance of the GIS will require a long-term commitment from the Parties; and,
- (E) Additional enhancements to the GIS will be determined by the financial considerations of all Parties to this Agreement.

NOW, THEREFORE, in consideration of the recitals made above and in further consideration of the promises and agreements that follow,
IT IS AGREED among the Parties as follows:

1. DEFINITIONS. The following definitions apply to this Agreement:

1.1 BASE MAP. That part of the GIS containing the property, land records, and transportation geospatial datasets within Sarpy County.

1.2 CONTRACTOR. Has the meaning set forth in Section 3.1.

1.3 EQUIPMENT. The equipment and software which is the subject of this Agreement, to-wit: GIS related equipment and software.

1.4 FACILITIES. The GIS and Equipment housed in the Sarpy County Courthouse procured, engineered, owned, constructed, and operated and maintained pursuant to this Agreement by Sarpy, including all real and personal property.

1.5 GIS. Geographic Information System.

1.6 RFP. Request for Proposal.

1.7 SHARE. Cost amount accorded to each individual party based upon a pro rata distribution.

1.8 WITHDRAWN PARTY. Any Party to the agreement which chooses to exercise its right to withdraw from the obligations and benefits of this agreement.

2. SCOPE OF SERVICES PROVIDED. This Agreement describes the duties and obligations of the Parties in the development and maintenance of a GIS system and the allocation of the costs for said activities.

2.1 Each of the Cities, the P-MRNRD and Sarpy acknowledges that it is receiving or will be receiving a GIS Base Map and agrees to cooperate with the County in the development, implementation and maintenance of the system upon the terms and conditions established herein.

3. ACQUISITION AND PURCHASE.

3.1 Subject to the provisions of this Agreement, each City and P-MRNRD hereby designates Sarpy, and Sarpy agrees to serve, as its respective Equipment acquisition agent for the purposes of this Agreement. Upon the acquisition of any Equipment under this agreement, each Party's cost, as applicable, under this Agreement shall be upon the terms, conditions and cost as evidenced by the successful bidder's proposal.

3.2 Sarpy will take all steps reasonably necessary for the functioning and operation of the GIS.

3.3 For the purposes of this Agreement, the pro rata GIS cost sharing per Party is based upon the average of following:

3.3.1 For each Party, the number of parcels within the corporate/county limits compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.2 For each Party, the number of parcels within the extraterritorial (zoning) jurisdiction compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.3 The average of the number produced by the application of 3.3.1 and 3.3.2, rounded to the nearest 1/10 of a percent shall be each Party's pro rata share. The cost sharing formula and cost shares are displayed in Exhibit A.

3.3.4 The cost share of the GIS operations shall be re-evaluated annually, and each Party's proportionate share of such acquisition costs shall be determined as of July 1 of each year, following the mechanism for pro rata division as outlined in Sections 3.3.1, 3.3.2, and 3.3.3.

3.4 The number of land parcels in each Party's jurisdiction, and thus the resulting cost Share, is hereby based upon the parcel data and city limits/jurisdictional boundaries as they exist January 1st of each year in the agreement.

3.5 The operational expenses will reflect 25% of the salary and benefit budget for Sarpy County GIS. The operational expenses will be updated annually as of July 1.

3.6 Should the P-MRNRD contribute to the operational expenses, their contribution will be subtracted from the total operational expenses amount for the fiscal year. The shares for the cities will then decrease proportionally each year the P-MRNRD participates.

3.7 The total cost of the Nebraska-Iowa Regional Orthophoto Consortium (NIROC) imagery acquisition will be averaged over the full term of the multi-year NIROC agreement, resulting in equal annual payments. Each party will be responsible for a proportionate share of these annual costs, determined as of July 1 each year, based on the percentage of sectors within their jurisdiction, as outlined in Exhibit B. Sector allocations will be reviewed and updated annually to reflect any jurisdictional changes.

3.8 Sarpy will send an invoice to each Party for the amount of its respective Share by September 1st of each year, as outlined in Exhibit D – GIS Interlocal Total Cost Shares. Each Party shall pay the amount of its respective Share within forty-five (45) days after receipt of an invoice therefore.

3.9 Should a Party fail to timely pay its Share, Sarpy may terminate services upon forty-five (45) days written notice by Sarpy to the non-paying Party.

4. SHARED SOFTWARE. ArcGIS Velocity Subscription

4.1 The Parties agree to jointly fund the ArcGIS Velocity subscription to enhance real-time data processing capabilities within the GIS infrastructure.

4.2 The annual cost for the ArcGIS Velocity license shall be split evenly among the participating agencies. The cost sharing formula and cost shares are displayed in Exhibit C.

4.3 Each agency shall be invoiced for their equal share by Sarpy County no later than September 1st of each year, and payment shall be due within forty-five (45) days of receipt.

4.4 Non-participating Parties shall not be responsible for any portion of the ArcGIS Velocity subscription cost.

4.5 The cost-sharing arrangement for ArcGIS Velocity shall be reviewed annually, and any proposed changes shall require written agreement of the participating agencies.

4.6 ArcGIS Velocity participating agencies include:

- City of Papillion, Nebraska
- City of Bellevue, Nebraska
- City of La Vista, Nebraska
- County of Sarpy, Nebraska

5. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

5.1 Provide facilities and staff in the Sarpy County Courthouse or other similar space and install and operate the GIS;

5.2 Maintain, keep and determine that the facilities, Base Map and Equipment are current and functional to deliver GIS services;

5.3 Maintain, keep and determine that Sarpy Technology Services personnel and/or GIS related personnel are currently trained and provide such upgrades and retraining as necessary to competently and adequately deliver GIS services;

5.4 Collect, account for and safeguard all GIS related funds;

5.5 Provide each Party with access to and a report of the financial acts and doings as such relate to revenues and expenses relating to the GIS;

5.6 Provide each Party with access to the GIS;

5.7 Provide each Party with all records or data necessary to develop and maintain databases for the GIS;

5.8 Continue to control and furnish the operation of GIS services during the term of this Agreement in accord with sound public service standards and standard operating procedures; and

5.9 Maintain such types, kinds, and amounts of insurance to ensure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each Party and their governing body harmless from loss or expense resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE PARTIES. To carry out the faithful performance of this Agreement, each Party agrees at its cost to:

6.1 Maintain, keep and determine that its facilities, property, and Equipment are reasonably current and functional to operate GIS services as applicable.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to operate GIS services as applicable.

6.3 Provide Sarpy County GIS personnel or contracted agency with all records or data necessary to develop and maintain databases for the GIS.

7. GOVERNING LAW. The governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation and effect of this Agreement. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of legislation, such legislative provisions shall prevail, and this Agreement shall be construed to the end that it be and become in conformity to such legislation.

7.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

8. COMMENCEMENT DATE. This Agreement begins upon execution by all Parties by October 1st, 2025.

9. TERM. This Agreement begins upon its execution by all Parties and shall terminate September 30th, 2029. In the event a Party becomes a Withdrawn Party, this Agreement will continue with the continuing Parties.

10. **AUTHORITY TO CONTRACT.** Each Party acknowledges and declares that the relationship created herein is that of independent contractor.

10.1 Each Party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into this Agreement, found at Neb. Rev. Stat. §13-801 et. Seq.

11. **ENTIRETY AND AMENDMENTS.** This agreement supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. This Agreement contains the entire agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no further agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by all of the Parties hereto.

12. **TERMINATION OR WITHDRAWAL.** Each Party will faithfully attempt to provide its respective GIS service functions continuously and without termination.

12.1 In the event that Sarpy intends to so withdraw, it shall provide a one (1) year advance withdrawal notice to the Cities and P-MRNRD whereby its service area users will have the opportunity to select a new GIS service provider.

12.2 Notwithstanding anything in this Agreement to the contrary, any Party may Withdraw from the Agreement ("Withdrawn Party") without further obligation and such Withdrawn Party shall have absolute right to access and possess copies of any and all work, data and other information generated in connection with establishing and creating the Base Map, including, but not limited to, computer programs and models.

12.3 In the event a Party becomes a Withdrawn Party, any and all additions, deletions, modifications, upgrades, and/or other alterations made to the Base Map, or any portion of a Party's geospatial land database, by the Withdrawn Party shall be made available to all other Parties.

12.4 In the event a Party becomes a Withdrawn Party, the cost share of the withdrawn party will be reallocated amongst the remaining parties the following year, in the same manner as described in 3.3 above.

12.5 In the event a Party becomes a Withdrawn Party, any remaining outstanding Aerial Photography Shares for the term of agreement will be due.

Telephone: (402) 331-4343
E-Mail: rcarl@cityoflavista.org

If to Springfield:

City of Springfield
Attn: Kathleen Gottsch
City Administrator
Telephone: (402) 253-2204
Facsimile: (402) 253-2204
E-Mail: kathleen@springfieldne.org

If to Sarpy:

Sarpy County
Attn: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895
Telephone: (402) 593-5915
Facsimile: (402) 593-4360
E-Mail: clerk@sarpy.com

If to P-MRNRD:

Papio-Missouri River Natural Resources District
Attn: John Winkler
General Manager
8901 South 154th Street
Omaha, Nebraska 68138
Telephone: (402) 444-6222
Facsimile: (402) 895-6543
E-Mail: jwinkler@papionrd.org

16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of each individual Party, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first written above.

Executed by Sarpy County this _____ day of _____, 2025.

Attest:

SARPY COUNTY, NEBRASKA,
A Political Subdivision.

Sarpy County Clerk

Chairperson, Board of Commissioners

Approved as to form:

Deputy Sarpy County Attorney

Executed by the City of Bellevue this _____ day of _____, 2025.

Attest:

CITY OF BELLEVUE,
Nebraska.

Bellevue City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Gretna this _____ day of _____, 2025.

Attest:

CITY OF GRETNA,
Nebraska.

Gretna City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of La Vista this _____ day of _____, 2025.

Attest:

CITY OF LA VISTA,
Nebraska.

La Vista City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Papillion this _____ day of _____, 2025.

Attest:

CITY OF PAPIILLION,
Nebraska.

Papillion City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Springfield this _____ day of _____, 2025.

Attest:

CITY OF SPRINGFIELD,
Nebraska.

Springfield City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the Papio-Missouri River Natural Resources District this _____ day of _____, 2025.

Attest:

PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT

Secretary

Chairman, Board of Directors

Exhibit A - GIS Interlocal Funding Breakdown FY2026

Operations Cost Shares

Member	# Parcels in Limits	% Parcels in Limits	# Parcels within Jurisdiction	% Parcels in Zoning Jurisdiction	Total %
Bellevue	21322	55.4%	25523	38.4%	46.9%
Gretna	3269	8.5%	12762	19.2%	13.9%
La Vista	4834	12.6%	7928	11.9%	12.3%
Papillion	8348	21.7%	19076	28.7%	25.2%
Springfield	711	1.8%	1091	1.6%	1.7%
	38484		66380		

**Calculated 4/17/2025 using parcel point data from 1/1/2025*

***County's 'Parcels in Limits' count includes all parcels within county boundary*

**Exhibit B - NIROC Oblique & Ortho Projects - Annual Cost per year for 4 years
Aerial Photography Cost Shares - 2026 to 2029**

Total Project Cost:	# Sectors	Cost	Per Sector Cost
	279	\$294,345	\$1,055

NIROC Funding Breakdown:

<i>Jurisdiction</i>	<i>Sectors</i>	<i>\$/Sector</i>	<i>Extended</i>	<i>Annual (for 4 years)</i>	<i>% Total</i>	<i>Sum</i>
Bellevue	48	\$1,055	\$50,640.00	\$12,660.00	17.2%	\$15,429.38
Bellevue 50/50	21	\$528	\$11,077.50	\$2,769.38	3.8%	21.0%
Gretna	29	\$1,055	\$30,595.00	\$7,648.75	10.4%	\$11,473.13
Gretna 50/50	29	\$528	\$15,297.50	\$3,824.38	5.2%	15.6%
La Vista	14	\$1,055	\$14,770.00	\$3,692.50	5.0%	\$4,351.88
La Vista 50/50	5	\$528	\$2,637.50	\$659.38	0.9%	5.9%
Papillion	35	\$1,055	\$36,925.00	\$9,231.25	12.5%	\$12,396.25
Papillion 50/50	24	\$528	\$12,660.00	\$3,165.00	4.3%	16.8%
Springfield	8	\$1,055	\$8,440.00	\$2,110.00	2.9%	\$3,560.63
Springfield 50/50	11	\$528	\$5,802.50	\$1,450.63	2.0%	4.8%
Sarpy 50/50	90	\$528	\$47,475.00	\$11,868.75	16.1%	\$26,375.00
Sarpy	55	\$1,055	\$58,025.00	\$14,506.25	19.7%	35.8%
			\$294,345.00	\$73,586.25	100.0%	

Note(s):

1. Based on Pictometry flight sector grid
2. City is responsible for sectors within corporate limits
3. City/county split costs for those sectors in municipal ETJ
4. County is responsible for sectors outside ETJ
5. Countywide 3" color obliques and orthos 4 band included
6. The cost in yellow reflects the total project costs of the current NIROC agreement.
7. The annual amount for each city is their share of the total project cost averaged over 4 years.

Update Information: Calculated 4/17/2025 using parcel point data from 1/1/2025

**Exhibit C - ArcGIS Velocity Shared
License Costs FY2026**

Member	Share Percentage	Software Package
		Velocity
Sarpy	25.0%	\$11,250
Bellevue	25.0%	\$11,250
La Vista	25.0%	\$11,250
Papillion	25.0%	\$11,250
TOTAL		\$45,000

Software Package FY26 Cost
Velocity \$45,000

Exhibit D - GIS Interlocal Total Cost Shares FY2026

Annual Cost Shares FY26 for Cities					
Member	Operations Share*		Aerial Photo Share	Velocity Share	Total Cost Share FY26
	Percentage	FY26			
Bellevue	46.9%	\$53,246	\$15,429	\$11,250	\$79,926
Gretna	13.9%	\$15,726	\$11,473	\$0	\$27,199
La Vista	12.3%	\$13,902	\$4,352	\$11,250	\$29,504
Papillion	25.2%	\$28,610	\$12,396	\$11,250	\$52,256
Springfield	1.7%	\$1,981	\$3,561	\$0	\$5,541
TOTAL		\$113,465	\$47,211	\$33,750	\$194,426

* Total operations contributions reflects 25% of the GIS team employee compensation, Sarpy County has responsibility for the remaining 75%.

** Operations & aerial photo shares updated 4/17/2025 using parcel, city limits, & ETJ data from 1/1/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW250803 Daniels Farm Recreation Area, pond study (Quail Creek Dam)

SYNOPSIS/BACKGROUND:

This area is designated in the Parks Master Plan as a regional park known as the Daniels Farm Recreation Area. JEO will provide scope of services to study the feasibility of a potential dam on Quail Creek. The dam would be located north of Capehart Road and west of 36th Street. This project would be done in phases. The evaluation will review watershed drainage to evaluate potential pool sizes, auxiliary spillway configurations and project costs.

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 authorize Mayor to sign the Agreement between the City of Bellevue and JEO Consulting Services for Daniels Farm Recreation Area Study (Quail Creek Dam) not to exceed \$30,000.00.

ATTACHMENTS:

- | | | |
|---|--|-------------------------|
| 1. <input type="text" value="Agreement"/> | 2. <input type="text" value="Exhibits A & B"/> | 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 OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 2, 2025 between City of Bellevue ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Quail Creek Dam Feasibility ("Project").

JEO Project Number: 251534.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$30,000.00 (hourly not to exceed)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: Rusty Hike

Title: Mayor

Date Signed:

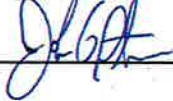
Address for giving notices:

City of Bellevue

1500 Wall Street

Bellevue, NE 68005

Engineer: JEO Consulting Group, Inc.



By: John G. Petersen, PE

Title: Senior Project Manager

Date Signed: August 22, 2025

Address for giving notices:

JEO Consulting Group, Inc.

1937 North Chestnut Street

Wahoo, NE 68066



SCOPE OF SERVICES

Quail Creek Dam - Feasibility
City of Bellevue
JEO Project No. 251534.00
July 2025

PROJECT DESCRIPTION:

The City of Bellevue intends to study the feasibility of a potential dam on Quail Creek. The potential dam would be located north of Capehart Road and west of 36th Street. The City is approaching this project in phases. This scope of services is for tasks through a feasibility evaluation and conceptual design phase. This initial evaluation will review the watershed drainage to evaluate potential pool sizes, look at up to three potential principal and auxiliary spillway configurations, review potential land rights requirements, provide a high-level opinion of project costs, and give recommendations on next phases.

PROJECT TASKS:

Task 1 – Project Management and Meetings

Task 1.1 – Project Management:

Regular communication will be maintained to inform team members and City staff of budget, schedule, milestones and receive feedback from City. This includes general project administration and progress reports.

Task 1.2 – Kickoff Meeting:

One on-site meeting will be held at the beginning of the project to review and refine project goals and objectives. Two JEO staff and City staff are assumed for attendance.

Task 1.3 – Draft Review Meeting:

One in-person meeting will be held to review the draft conceptual designs. Attendance assumed 2 JEO staff and City staff.

Task 1.4 – JEO-City Progress Meetings:

Monthly progress meetings are not anticipated.

Task 1.5 – Internal Project Meetings:

JEO will hold monthly internal project team meetings.

Task 1.6 – Final JEO-City Closeout Meeting:

One in-person meeting will be held to review the final recommendations and discuss potential next steps or phases. Attendance assumed 2 JEO staff and City staff.

Task Deliverables:

- Monthly progress reports and invoices
- Meeting minutes/notes from Kickoff Meeting and Draft Review Meeting

Task 2 – Feasibility and Conceptual Design

NRCS TR210-60 will be used as the basis for dam design standards.

Task 2.1 – Hydrology and Hydraulics:

Hydrology and Hydraulic (H&H) modeling will be performed to help develop conceptual designs. Modeling will take into account the upstream dam structures and future land use conditions. A range of pool sizes will be identified that would likely be sustainable based upon the watershed drainage area and conditions.

It is assumed that as-built documents for the upstream dam can be obtained so that it can accurately be reflected in the models. The potential dam would be classified as a High Hazard structure due to location within the City, so no breach analysis will be conducted at this phase.

Task 2.2 – Sediment Load Estimates:

Preliminary sediment load estimates will be developed to help evaluate normal pool elevation and storage requirements. Modeling will take into account the upstream dam structure.

Task 2.3 – Draft Conceptual Designs:

Up to three conceptual designs will be developed. These three concepts will investigate different dam centerline and pool size options. Conceptual design plans will include initial grading concepts, principal spillway layouts, auxiliary spillway layouts, quantity estimates, and considerations for other ancillary features. Approximate property boundaries will be shown to identify any ROW needs or constraints. GIS exhibits will be developed to show the above information.

It is assumed that LiDAR data is available and will be used for this stage. No onsite survey or utility locating will be included in this phase. Renderings may be developed for one or more of the alternatives to aid in the review and decision-making process.

Task 2.4 – Final Conceptual Designs:

The draft conceptual designs will be refined based upon City comments from the draft submittal. A conceptual CAD grading plan will be developed for the most likely alternative.

Task 2.5 – Technical Memorandum:

A short technical memorandum will be developed to outline the conceptual design criteria, calculations, findings, and recommendations. The memorandum will also identify necessary considerations and tasks for future phases.

PROJECT FEE AND PAYMENT SCHEDULE:

The consultant will provide the services described above for an hourly not to exceed amount not to exceed **\$30,000**. Additional services can be provided based upon current hourly rates as requested by the City. JEO will invoice monthly for services to date, due upon receipt. Invoices unpaid after 30 days will accrue interest at 1% per month, credited first to interest and then to principal.

SERVICES NOT INCLUDED:

If necessary, a fee for these services can be negotiated.

- Topographic survey
- Title research, easement research, or other land rights services
- Utility investigations
- Geotechnical investigations
- Additional design concepts beyond what is listed in this scope
- Permitting services
- Final design services
- Bidding and construction phase services
- Meetings beyond those listed in this scope of services

PROPOSED PROJECT SCHEDULE:

The services included in this scope are anticipated to be completed by the end of March 2026. Notice to proceed is anticipated to be received in August 2025. Schedule is contingent on timely notice to proceed and timely request for information and submittal feedback from Owner and pertinent agencies. The proposed schedule is listed below:

- | | |
|---------------------------------|----------------|
| • Notice to Proceed: | September 2025 |
| • Kickoff Meeting: | September 2025 |
| • Draft Concept Submittal: | November 2025 |
| • Draft Review Meeting: | December 2025 |
| • Final Concept Submittal: | February 2026 |
| • Final Study Closeout Meeting: | March 2026 |

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: Sept 2, 2025		SUBMITTED BY: David 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:

240124 CIPST(07) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested temporary construction easements and Appraisal Notes with cost breakdown for Tract 8 (Lot13) located at 13106 S 24th St for the Whitted Creek Rehabilitation project. Attached is the cover letter from Midwest ROW. The complete documentation is available upon request.

FISCAL IMPACT:: \$910.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240124 CIPST(07) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk

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

CIP PROJECT NAME: M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk CIP PROJECT NUMBER: CIPST(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

PW request for a recommendation by the City Council and Mayor for approval of the Temporary Construction Easement for Tract 8 (Lot13) located at 13106 S 24th St in the amount of \$910.00.

ATTACHMENTS:

- Midwest ROW Cover Letter
- Tract 8 -Appraisal Notes
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 



MIDWEST

R | O | W

midwestrow.com

July 29, 2025

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Whitted Creek - 25th Street, Lynwood to Blackhawk
Project # BPW-240124
Tract #8

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 8, Matthew James Benshoof. The authorized representative of the City of Bellevue, Nebraska will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$910.00 made payable to:

**Matthew James Benshoof
13106 South 24th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to blissd@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss
Acquisition Agent

Enclosures

TRACT #8
OWNER NAME: MATTHEW JAMES BENSHOOF VERIFY MARITAL STATUS - SINGLE
SITE/ OWNER ADDRESS: 13106 South 24th Street, Bellevue, Nebraska 68123
PHONE # 402-619-0842
Midwest Intro Letter (original and 1 copy)
Information Letter (original and 1 copy)
Aerial Map
ROW Plan Sheet 19
Other Plan Sheets Provided
Statement of Offer (original and 1 copy)
W-9 (1 copy)
TE Contract (3 copies - 2 signed)
APPRAISAL NOTES:
Construction anticipated to begin later this Fall to do the tree clearing and should last +/- 1 year; obtaining 2-year easements in case of weather issues.
Effective Date of Waiver Valuation: April 10, 2025
Tax Parcel #010923756
Site Assessed Value: \$42,000.00 for 7,418 SF = \$5.66/SF
Current Zoning: R-1 Residential
Current Use: Residential
Utilities to be restored if disturbed
Improvements not impacted; land only appraised;
Land appraised \$7.00/SF Acre
No severance damages
6', black PVC, galvanized fence will be installed along the property lines as part of construction; owners can connect if they'd like; more details from Jacobs to come.
The city will provide compensation for existing fences impacted even if within existing ROW
The city will pay compensation to move sheds even if within existing ROW
No major impacts to landscaping, yard ornaments or other items not affixed to the ground in the easement area; sprinklers, if any will be repaired with construction
TE 645 SF x \$7.00/SF x 10% x 2 Years = \$903.00 = \$910.00 ®
TOTAL: \$910.00

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25th Street Lynwood to Blackhawk
PROJECT # BPW-240124

TRACT: 8

KNOW ALL MEN BY THESE PRESENTS:

That MATTHEW JAMES BENSHOOF, a *single person*

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of NINE HUNDRED TEN and NO/100 DOLLARS, (\$910.00), duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

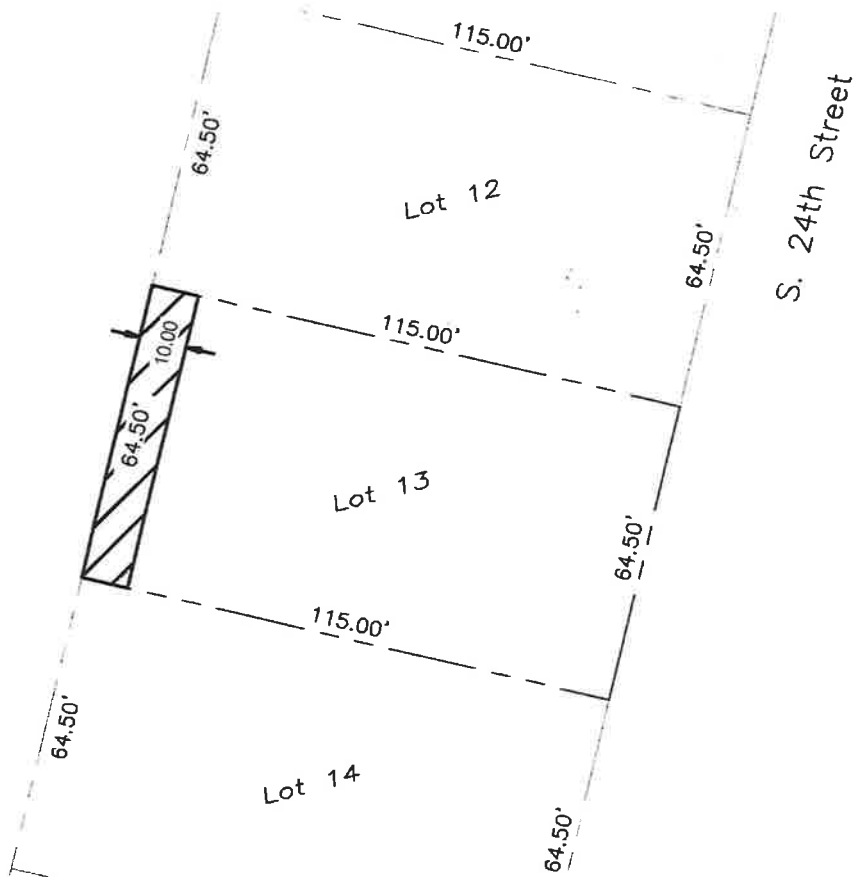
SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

[SIGNATURE PAGE TO FOLLOW]



Legal Description - Temporary Easement

A PARCEL OF LAND LOCATED IN LOT 13, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 13 CONTAINING 645 SQUARE FEET, MORE OR LESS.



Lot 13 - Stonecroft



TEMPORARY EASEMENT: 645 S.F.

TRACT NO.: 08

PROJECT NO.: 24-2773

PREPARE DATE: 03/12/25

REVISION DATE:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: Sept 2, 2025		SUBMITTED BY: David 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:

240604 Ft Crook & Cary St Box Culvert Repair & Rehab

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested temporary construction easements and Appraisal Notes with cost breakdown for Tract 1 located at 802 Cary St for the Box Culvert Repair & Rehab Reconstruct project. Attached is the cover letter from Midwest ROW. The complete documentation is available upon request.

FISCAL IMPACT?: \$2150.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240604 Ft Crook & Cary St Box Culvert Repair & Rehab

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 240604 Ft Crook & Cary St Box Culvert Repair & Rehab

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

CIP PROJECT NAME: Ft Crook & Cary St Box Culvert Repair & Rehab CIP PROJECT NUMBER: ST25(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

PW request for a recommendation by the City Council and Mayor for approval of the Temporary Construction Easement for Tract 1 located at 802 Cary St in the amount of \$2,150.00.

ATTACHMENTS:

- Midwest ROW Cover Letter
- Tract 1 -Appraisal Notes
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Jimme Bratillon

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



August 13, 2025

John Krager
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
Cary Street Culvert Repair
Project # 702324
Tract #1

Dear Mr. Krager:


Enclosed is one (1) executed original of the Temporary Easement for Tract 1, Budget at Bellevue Mini, LLC. The authorized representative of the City of Bellevue, Nebraska will need to sign the easement agreement. The signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. A copy of the original should be sent with payment to the property owner.

Please send a copy of the original executed Temporary Easement Contract and a check in amount of \$2,150.00 made payable to:

**Budget at Bellevue Mini, LLC
c/o N P Dodge Management
Attn: Sue Brust
8701 West Dodge Road, Suite 200
Omaha, NE 68114**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,


Chris Wayne
Acquisition Agent

Enclosures

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Cary Street Culvert Repair
PROJECT # 702324

TRACT: 1

KNOW ALL MEN BY THESE PRESENTS:

That BUDGET AT BELLEVUE MINI LLC, a Nebraska Limited Liability Company

, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO THOUSAND ONE HUNDRED FIFTY and NO/100 DOLLARS. (\$2,150.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement. Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or one year after commencement of construction on said property, whichever occurs first, but in no case, later than September 1, 2026.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

EXECUTED by the Owner this 26th day of June, 2025.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

OWNER: BUDGET AT BELLEVUE MINI, LLC

[Signature]
By Managing Member

see attached CA form

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

see attached

Dated this ____ day of _____, 2025, before me, a General Notary Public duly commissioned and qualified, came _____

Managing Member of Budget at Bellevue Mini, LLC,
to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.
(S E A L)

NOTARY PUBLIC

EXECUTED by the City this ____ day of _____, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this ____ day of _____, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came _____

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On June 26th 2025 before me, Cassidy Viilo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Keith Geiger
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: temporary construction Easement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

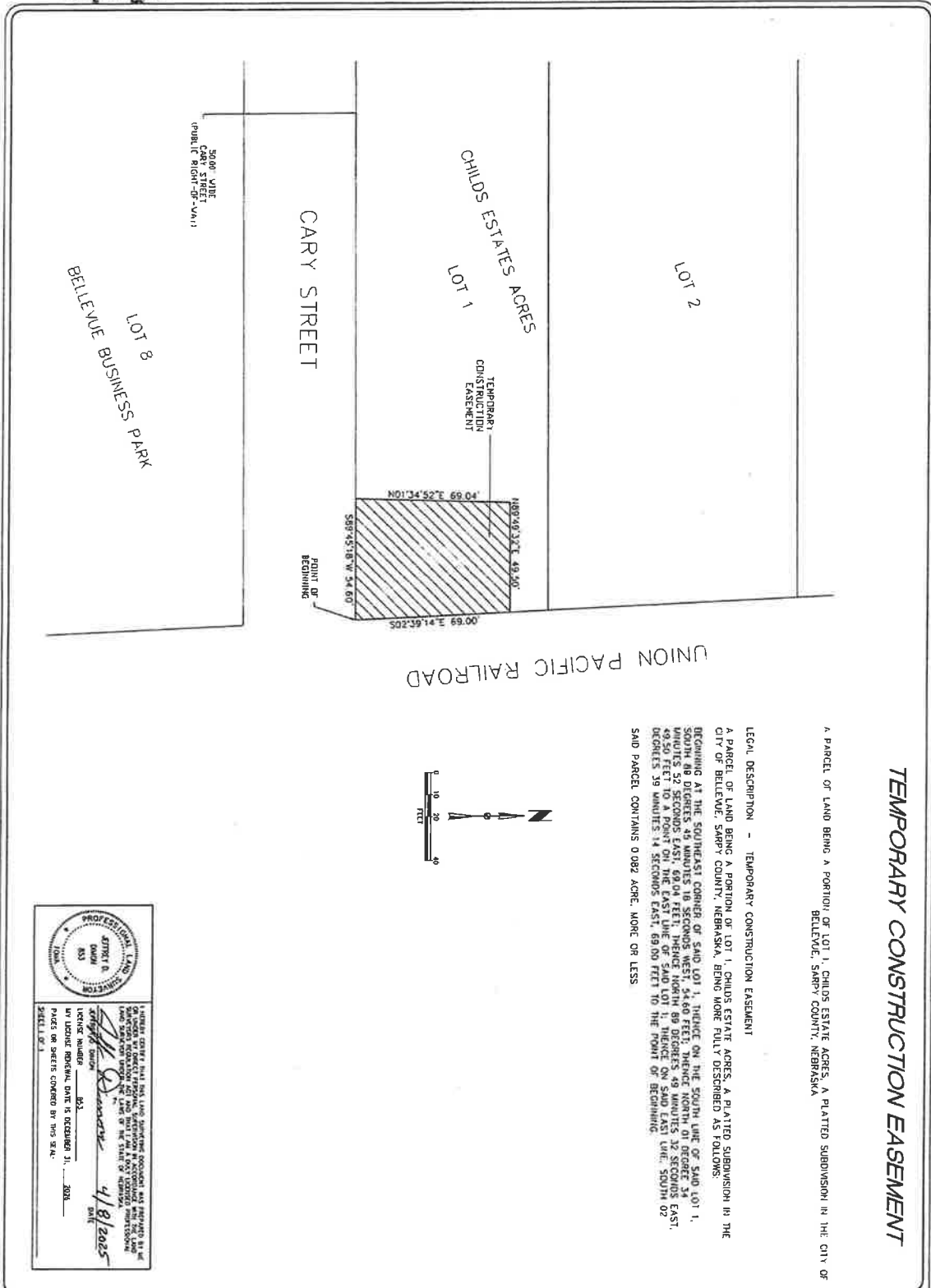
Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

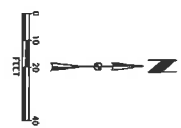


TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 1, CHILDS ESTATE ACRES, A PLATTED SUBDIVISION IN THE CITY OF BELLEVUE, SARAPE COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 1, CHILDS ESTATE ACRES, A PLATTED SUBDIVISION IN THE CITY OF BELLEVUE, SARAPE COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE ON THE SOUTH LINE OF SAID LOT 1, SOUTH 88 DEGREES 45 MINUTES 14 SECONDS EAST, 54.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 SECONDS EAST, 69.04 FEET; THENCE NORTH 68 DEGREES 49 MINUTES 12 SECONDS EAST, 49.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE ON SAID EAST LINE, SOUTH 02 DEGREES 39 MINUTES 14 SECONDS EAST, 69.00 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 0.082 ACRE, MORE OR LESS.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFIC DOCUMENT HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEBRASKA.

 DATE: 4/8/2025

PROJECT NO: 702324 SHEET: 1 OF 1	CITY OF BELLEVUE TEMP. CONST. EASEMENT	hgm ASSOCIATES INC. 840 FIFTH AVENUE COUNCIL BLUFFS, IOWA PHONE: (712) 323-0530
-------------------------------------	---	---

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
9/2/2025

COUNCIL MEETING DATE: Sept 2, 2025		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:

240603 CIP ED25(2) Entertainment District Improvements- Prarie Hills

SYNOPSIS/BACKGROUND:

The City of Bellevue and HDR Engineering, Inc. entered into an Engineering Services Agreement on February 12, 2021 for evaluation of wastewater infrastructure to support future development areas to include the Entertainment District. Amendment No. 3 is for additional engineering service to review the design of the proposed list station, forcemain and gravity sewer to Tax Lot 11 located north side of LaPlatte Rd east of 5th St on the east side of RR tracks. The additional services include project management and coordination, geotechnical and utility coordination.

FISCAL IMPACT:: \$45,050.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HDR Engineering, Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 240603 CIP ED 25(2) Entertainment District Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 240603 CIP ED25(2) Entertainment District Improvements		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Entertainment District Improvements	CIP PROJECT NUMBER ED 25(2)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE: 7030	ACCOUNT NUMBER: 10-7030	

RECOMMENDATION:

City Council authorize the Mayor to approve and sign Amendment No. 3 to HDR Engineering not to exceed \$45,050.00.

ATTACHMENTS:

- | | | |
|--------------------|----|----|
| 1. Amendment No. 3 | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Braxton
[Signature]
[Signature]

AMENDMENT NO. THREE TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
SARPY COUNTY WASTEWATER CONNECTION EVALUATION

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on February 12, 2021 to perform engineering services for City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: HDR will provide Services for the Project as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$45,050.00 to \$350,050.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF BELLEVUE, NEBRASKA ("OWNER")

By: Ann Williams

By: _____

Title: Senior Vice President

Title: Mayor

Date: 08/14/2025

Date: _____

EXHIBIT A

AMENDMENT NO. THREE

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue is proceeding with the final design of the interceptor sanitary sewer collection system that will serve the proposed Prairie Hills Development located on the northeast corner of US Highways 34 and 75 and the entertainment district located on the northwest corner of US Highway 34 and 75. The improvements consist of a gravity sewer collection system, lift station, and force main. The force main will connect to the Sarpy County and City Wastewater Agency (SCCWWA) force main collection system located adjacent to La Platte Road.

The gravity sewer alignment and lift station location were defined in the original scope of work. The work has progressed to 60 percent level of design. The decision has been made to adjust the gravity sewer alignment to accommodate the Water Park final site design and to improve access for maintenance. The lift station location is being changed to eliminate a future lift station for planned development north of La Platte Road.

The following changes will be made to the design:

1. The gravity sewer will be routed east from the connection to the Water Park Sewer point of connection and will be located within Highway 75 right of way (ROW).
2. The gravity sewer will be located adjacent to 8th Street ROW south of Highway 34.
3. The lift station will be located on the east side of the UP and BNSF Railroad property, immediately north of La Platte Road.
4. The lift station access drive will connect to the cul-de-sac at La Platte Road.
5. The lift station electrical service will be from the existing 3-phase distribution system located on the south side of La Platte Road.
6. A check valve will be installed on the force main upstream of the connection to the SCCWWA connection structure.

Additional Key Understandings:

1. The lift station access drive will be crushed rock.
2. The lift station rim elevation will be set 1 FT above the 100-year floodplain elevation.
3. The gravity collection system for the La Platte Industrial Park will discharge into the wet well or a manhole upstream of the wet well.
4. The lift station control panels and VFDs will be located within panels on pedestals adjacent to the wet well.
5. An additional geotechnical investigation will be completed by Terracon at the new lift station site.

6. Additional design effort is necessary for the above listed changes.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT – FINAL DESIGN

Objective: Project management and coordination.

HDR Activities **110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Utility coordination.
- Coordination with the La Platte Industrial Park engineer.

TASK SERIES 200 – DATA COLLECTION

Objective: Completion of geotechnical investigation.

HDR Activities **210 – Geotechnical Investigation**

- Complete the geotechnical investigation for the lift station.
- Update the geotechnical report.

TASK 300 - DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW

Objective: Update the plans to reflect the new alignment and lift station location.

HDR Activities **310 – Develop Plans and Specifications to 95%**

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion.

Deliverables: 95 percent contract documents for review.
100 percent bidding documents.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Payment of all permit fees.
2. Timely review of submitted documents – estimated two weeks.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	August 26, 2025
95 Percent submittal	September 26, 2025
NDEE submittal	October 17, 2024
Notice to Bidders	October 29, 2025
Construction	January 2026 – December 2026

EXHIBIT C

CITY OF BELLEVUE - INTERCEPTOR SEWER AMENDMENT NO. THREE
 Estimated Man-hours and Fee Summary
 August 12, 2025

ESTIMATED MANHOURS SUMMARY												
TASK SERIES	PM	CONTROLLER	QC	CIVIL ENGINEER	PROCESS ENGINEER	CIVIL ENGINEER	CADD	ELECTRICAL ENGINEER	ELECTRICAL CADD	STRUCTURAL ENGINEER	SPECS	TOTAL
	KOENIG	COLEMAN	BELL	SCHMOEKER	JACK	GANNA	HARVEY	JACOBS	0	THOMPSON	CUMIN	
Task 100 - Project Management												
110 Project Management	6	4										10
Subtotal Task 100	6	4	0	0	0	0	0	0	0	0	0	10
Task 200 - Data Gathering												
210 Geotechnical Investigation				2								2
Subtotal Task 200	0	0	0	2	0	0	0	0	0	0	0	2
Task 300 - Design and Bidding												
310 95 Percent Design and BODR	20			40	8	24	80	10	12	12	4	210
Subtotal Task 300	20	0	0	40	8	24	80	10	12	12	4	210
TOTAL	26	4	0	42	8	24	80	10	12	12	4	222

DIRECT COSTS							
Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 - Project Management	Mileage	Cost					
110 Project Management		\$0.00					\$0.00
Task 200 - Data Gathering							
210 Geotechnical Investigation	40	\$28.00					\$28.00
Task 300 - Design and Bidding							
310 95 Percent Design and BODR		\$0.00		\$14.00			\$14.00
		\$28.00	\$0.00	\$14.00	\$0.00	\$0.00	\$42.00

FEE SUMMARY					
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total
Task 100 - Project Management					
110 Project Management	10	\$2,448.66	\$0.00		\$2,448.66
Task 200 - Data Gathering					
210 Geotechnical Investigation	2	\$488.26	\$28.00	\$9,450.00	\$9,966.26
Task 300 - Design and Bidding					
310 95 Percent Design and BODR	210	\$32,621.33	\$14.00		\$32,635.33
TOTAL	222	\$35,558.25	\$42.00	\$9,450.00	\$45,050.25

TOTAL:

\$ 45,050

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
9/2/2025

COUNCIL MEETING DATE: September 2, 2025		SUBMITTED BY: Chief Ken Clary	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

School Resource Officer Program MOU with Omaha Public Schools

SYNOPSIS/BACKGROUND:

The first amendment language was added to the main MOU, regarding the Threat Assessment and Reduction School Resource Officer position. Language was added giving the Bellevue Police Department permission to acquire key cards for officers to have access to the OPS buildings within the city. This MOU would be in effect from August 1, 2025 to July 31st, 2025.

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:

Recommend approving and signing the MOU.

ATTACHMENTS:

1. School Resource Officer Program MOU with Omaha Public Schools	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: *Aimee Brannon*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *Ken Clary*

SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING

This agreement is entered into as of August 1, 2025, by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to provide the following School Resource Officer ("SRO") services to certain schools, specifically listed below, within OPS:

- a. The City will assign one SRO to Bryan Middle School;
- b. The City will assign one SRO to Bryan High School; and,
- c. The City will assign one Threat Assessment Reduction ("TAR") SRO that will cover all OPS schools that are located within the City of Bellevue.

The SRO will be a uniformed police officer and will work with the school principal of the school(s) that they are assigned to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. TERM AND SERVICE TIMES

- 2.1 This Agreement shall be effective on the 1st day of August, 2025, and shall remain in effect until either the City or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. Unless terminated sooner, this Agreement will automatically expire on July 31st, 2028.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School. The City shall also provide one TAR SRO that will cover all OPS Schools that are located within the City of Bellevue. The Parties acknowledge that the TAR SRO will also provide services to certain schools within the Bellevue Public School District ("BPS"). The method of scheduling and division of time of the TAR SRO between BPS and OPS schools is outlined herein in Section 7.2 of this agreement. OPS shall provide the City a school calendar on or before June 1st of each year.

- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation. This shall be requested at least 30 days in advance.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School and/or Bryan Middle School. This shall be requested at least 30 days in advance.
- 2.5 During days that school is not in session, the SRO is subject to other assignments as determined by the City.
- 2.6 The SRO will not be directly responsible for security at after-school functions, including athletic events or social events beyond the normal eight (8) hour school day. The School District will be responsible for arranging and compensating law enforcement for special School events and activities that take place outside the normal School day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to OPS is an employee of the City and shall not be considered an employee of OPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
- 3.3 The SRO will be subject to current procedures in effect for City Police Officers, including attendance at all mandated training and testing to maintain State Peace Officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the school building.

4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct

the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.

- 4.3 The Chief of Police shall discipline, dismiss or reassign the SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

5. SCHOOL RESOURCE OFFICER'S RESPONSIBILITIES

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution, and safety issues in the school and the community.
- 5.3 Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.
- 5.4 Present programs to parents of School students on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational In-service programs for School staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to Identify particular individuals who may be a disruptive influence to the School and/or its students.
- 5.8 Assist in maintaining order and enforcing school policies and laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school

aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.

- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and OPS, provided that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement Officers within the State.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag, unless circumstances exist where it is approved by the SRO's supervisor and the school principal for the SRO not to be in uniform, i.e. a school activity. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.
- 5.13 The SRO shall attend a minimum of twenty hours of training focused on school law, students' rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 5.14 The SRO shall follow guidelines established in the Juvenile Operations policy when interrogating a student.
- 5.15 Provide informational training programs to OPS security and school staff on issues related to conflict de-escalation techniques, teenage brain development, adolescent behavior, trauma-informed responses, adolescent mental health, preventing violence in school settings, and other related areas.
- 5.16 The TAR SRO will provide threat assessment and reduction services to OPS Schools. This includes responding to OPS Schools to conduct threat

assessments, assisting with students who are having a mental health crisis, and conducting follow-up meetings with students and families.

- 5.17 The TAR SRO may invite school counselors, social workers, and/or contracted mental health professionals for meetings held with students and their families when conducting threat assessment and reduction services.

6. PAYMENT FOR SERVICES

- 6.1 The School District shall compensate the City for each SRO identified in Section 1(a) and 1(b) of this Agreement at an annual rate of \$65,286 for the first year, and \$69,203.16 for the second year, and \$73,359 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 8 of the Bellevue Police Officers Association ("BPOA") wage schedule and the annual increase is due to a BPOA contract pay increase.
- 6.2 The School District will additionally pay one-third (1/3) of the wages and training costs of the TAR SRO, identified in section 1(c) of this Agreement, per year. The TAR SRO's wages will be that of a step four (4) police officer's yearly base salary pursuant to the wage schedule of BPOA. In the event a grant is obtained by any party to assist in covering the costs of the TAR SRO wages and training, each of the Parties would still be responsible for (1/3) of the remaining balance after application of grant funds.
- 6.3 The Parties agree that the TAR SRO, identified in section 1(c) of this Agreement, will receive specialized mental health training. All training received by the TAR SRO will be agreed upon by BPD, BPS, and OPS. OPS will pay one-third (1/3) of the training costs for the TAR SRO per year.
- 6.4 The City shall be responsible for the SRO's compensation on days when the schools are in session and the Officer is not at their assignment, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.5 The City shall be responsible for the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.6 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this Agreement expires.
- 6.7 The City agrees to pay all other SRO costs, including training and certification for each SRO identified in Section 1(a) and 1(b) of this Agreement, unless written agreement is made with the City and the School

District for training that is directly related to the SRO's function within the school environment.

- 6.8 All other work assignments where OPS requests SRO presence (i.e. sports events, parent/teacher conferences, etc.) will be contracted separately as secondary employment and paid directly to the SRO by OPS. All secondary employment is subject to prior approval by the officer's BPD supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will ensure that the SROs referenced in Section 1(a) and 1(b) of this Agreement will be on the campus of Bryan High School and Bryan Middle School each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to their assigned school campus except for:
 - 7.2 Follow-up home visits when needed as a result of school-related problems.
 - 7.3 School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
 - 7.4 Response to off-campus, but school-related, criminal activity.
 - 7.5 Response to off-campus emergency law enforcement needs.
 - 7.6 Appearances in court or other similar required activities.
 - 7.7 The Parties recognize that in addition to OPS Schools, the TAR SRO referenced in Section 1(c) of this Agreement will also provide service to BPS. The Parties further recognize that given the nature of cases and incidents that the TAR SRO will be responding to in providing threat assessment and reduction services, the City is prevented from setting a definitive schedule of locations and times for the TAR SRO to follow. The TAR SRO will provide services to BPS and OPS as equally as possible while still maintaining flexibility to respond to each school as needed. BPD will provide monthly documentation to BPS and OPS to show the students and schools that the TAR SRO provided services to in the respective month. Any changes to this method of scheduling for the TAR SRO shall be mutually agreed upon in writing between the City, BPS, and OPS. If the TAR SRO is not available due to leave or training, no replacement will be provided.
 - 7.8 The TAR SRO will act as a rover for both BPS and OPS when not engaged in threat assessment and reduction services. During the time that the TAR SRO is not engaged in threat assessment and reduction services or acting

as a rover for BPS and OPS, the officer is subject to other assignments as determined by BPD.

- 7.9 The TAR SRO will continue regular follow-up meetings with the students and their families during the summer season when school is not in session.
- 7.10 Regular working hours may be adjusted on a situational basis by OPS with the consent of the officer's BPD supervisor. These adjustments should be approved prior to being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement officer.

8. OMAHA PUBLIC SCHOOL RESPONSIBILITIES

- 8.1 OPS will provide the SRO, as identified in sections 1(a) and 1(b) of this Agreement, with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. The TAR SRO, as identified in section 1(c) of this Agreement, will be housed at a school that is mutually agreed upon by BPD, BPS, and OPS. In the event the TAR SRO is housed at an OPS School, OPS will provide the TAR SRO with access to an office and such equipment, as described herein, as is necessary at the OPS School. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.
- 8.2 The School District shall designate at least one administrator from Bryan Middle School and Bryan High School to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 8.3 The School District has adopted Policy 5404 which addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Official or the SRO regardless of whether the SRO is acting as a school official or as an SRO.
- 8.4 The School District has adopted Policy 5404 which addresses when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer or security guard operating in conjunction with a school official.

- 8.5 The School District has adopted and will adopt on an annual basis a Student Code of Conduct which addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement.
- 8.6 The School District authorizes officers of the City's Police Department ("BPD Officers") to access schools within the School District for law enforcement purposes only and subject to this Section 8.6. The School District shall authorize its applicable vendor(s) to issue security access cards to the BPD Officers. The City shall be responsible for costs incurred to issue such security access cards. Unless exigent circumstances exist, BPD Officers who access schools within the School District for the purpose of conducting an investigation shall check-in with a school administrator and/or the SRO prior to making contact with a student. BPD Officers shall not utilize security access cards to enter schools within the School District for non-law enforcement purposes without prior authorization from the School District.

9. CITY AND SRO RESPONSIBILITIES

- 9.1 The City and the SRO agree to comply with all laws, rules, regulations, ordinances, codes, guidelines, and directives which set forth standards and procedures to be followed by the City and the SRO in discharging its obligations under Agreement.
- 9.2 The City and the SRO shall maintain records on each student referral for prosecution by the SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:
 - a. The reason for such referral; and
 - b. Federally identified demographic characteristics of such student;
- 9.3 The City shall provide the School District, within 60 days of the last day of school, a report detailing the name of each student referred for prosecution by the SRO during the school year, the reason for such referral and the federally identified demographic characteristics of each student.
- 9.4 The City shall provide the School District with directions on how a student and parent can express a concern or file a complaint about a school resource officer and the practices of such school resource officer.

10. NOTICE

Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certificated United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

OPS: Superintendent, Omaha Public Schools, 3215 Cuming Street, Omaha, NE 68131 FAX: (402) 557-2019

CITY: Administrator, City of Bellevue, 1500 Wall St. Bellevue, NE 68005 FAX: (402) 293-3090

11. NON-DISCRIMINATION

The parties of this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status.

12. GOVERNING LAW

This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.

13. WORK ELIGIBILITY VERIFICATION

City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.

14. AMENDMENT

This Agreement may be amended at any time by an agreement in writing executed by the authorized representatives of OPS and City.

15. WAIVER.

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

16. ASSIGNMENT.

This Agreement may not be assigned or transferred except by written agreement of OPS and City.

17. DATA SHARING AND CONFIDENTIALITY.

The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection in keeping with the provisions of the Family Educational Rights Privacy Act (FERPA). The parties further acknowledge that OPS has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement. OPS hereby designates the SRO as a School Official for purposes of FERPA. As a school official, the SRO may review and use FERPA records if the SRO has a legitimate education interest in those records. The City and the SRO agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA.

18. **Data Privacy and Protection.** City acknowledges that in performance of this Agreement OPS may provide City with Personal Information which is defined in and protected under Nebraska Revised Statute sections 87-801 to 87-808. City warrants, in accordance with Nebraska Revised Statute section 87-808, that it has implemented and will maintain, throughout the term of this agreement, reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to the City; and (ii) are reasonably designed to help protect the personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

18. ENTIRE AGREEMENT

This Agreement, together with any Project Attachments and any exhibits or schedules thereto, 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:

DOUGLAS COUNTY SCHOOL DISTRICT

0001

By: Jane Erdenberger

Date: 8/4/25

Jane Erdenberger

President, Board of Education

ATTEST:

By: Anne MacFarland

Anne MacFarland, Ed.D.

Secretary, Board of Education

CITY OF BELLEVUE

By: _____

Date: _____

Rusty Hike

Bellevue Mayor

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/02/2025		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 one year bargaining agreement with the Civilian Employees Association of Bellevue (CEAB)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the CEAB expires on September 30, 2025. Negotiations were held to achieve a new agreement for the period of October 1, 2025 through September 30, 2026. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: \$600,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and CEAB

CONTRACT EFFECTIVE DATE: 10/01/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 09/30/2026

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 Civilian Employees Association of Bellevue for the term October 1, 2025 through September 30, 2026.

ATTACHMENTS:

- | | | |
|-------------------------------------|----------|----------|
| 1. CEAB Redlined Proposed Agreement | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Annex Perpetua

[Signature]

[Signature]

AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE CIVILIAN EMPLOYEES ASSOCIATION OF BELLEVUE

October 1, 202~~5~~⁴ – September 30, 202~~5~~⁶

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ARTICLE 1

ASSOCIATION RECOGNITION

The City of Bellevue, (hereinafter "City"), a first class city organized under the Statutes of the State of Nebraska, recognizes the Civilian Employees Association of Bellevue (hereinafter "CEAB" or "Unit" as the sole and exclusive bargaining representative of all regular full time employees (hereinafter "Employee(s)") of the City excluding non-civilian employees in the police and fire departments, supervisory employees and managerial employees as defined in the Nebraska Commission of Industrial Relations Act (hereinafter "Act").

"Supervisory Employees" or "Supervisors" shall mean persons who use independent judgment in hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, or disciplining other employees; and include those persons who use independent judgment in directing employees, adjusting grievances, or effectively recommending such action an individual is a supervisor if he/she has one or more of the types of authority specified above. Job duties rather than job title are determinative of Supervisor classification. All CEAB members are eligible for promotion to Supervisor.

Appendix B of this Agreement contains a descriptive listing of all current full-time Employee positions of the City. The City shall determine whether any classification established subsequent to the effective date of this Agreement is to be included or excluded from the Unit. When such a determination is made, the City will notify the CEAB. The CEAB will then have fourteen (14) calendar days to notify the City if it wishes to discuss the unit determination. The parties will discuss the placement and if a disagreement exists, the parties will submit the dispute to the Commission of Industrial Relations for resolution.

On October 1 and April 1 of each year, upon written request from the CEAB, the City will provide a roster of all bargaining unit employees, reflecting the employee's name, current mailing address, job title, pay grade and current base salary.

The Parties agree to continue the current practice of allowing bargaining unit employees one (1) hour with pay for the purpose of attending regular monthly meetings of the CEAB. On the day of the meeting, the employee will combine their thirty (30) minute meal break and two (2) fifteen (15) minute rest periods to attend said meeting or use their one (1) hour meal period with no rest periods. This one half (1/2) hour of paid time is not to be considered as hours worked for the purpose of computing overtime and must include travel time to and from the work site. In addition, the CEAB shall provide one calendar week notice of the meeting date, and will, upon request, provide a list of the employees who attended each meeting to the employee's Superintendent, Division Manager or Department Director. In the event a work emergency exists the Superintendent, Bureau Commander, Division Manager or Department Director shall have the authority to determine if the employee will be released.

ARTICLE 2

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 CEAB. 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 utilize part-time and temporary employees.
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. 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.
12. To establish or modify job duties and classifications. CEA will be contacted and presented with updated job titles.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. To examine, classify, promote transfer, assign, and retain employees; to demote, suspend or terminate, or take other disciplinary action against employees for cause; and to relieve employees from duties due to lack of work or funds.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. 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.
18. 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.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout

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- and arrangement of machinery.
20. To determine the size and character of inventories and their disposal.
 21. To determine and enforce employee's quality and quantity standards.
 22. To engage consultants for any function or operation of the City.
 23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
 24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
 25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
 26. To determine which services are to be rendered, supplied, or discontinued.
 27. 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.
 28. 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.
 29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. CEA will be notified of any changes.
 30. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances. Emergency Circumstances shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

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 an actual conflict between this Article and another Article of this Agreement, such conflict will be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5. Any management rights change to policy, rules and regulations affecting wages and hours of the bargaining unit employees which is not in actual conflict with the terms of this Agreement, such change shall be subject to mandatory negotiation with the CEAB notwithstanding any other provision of this Agreement.

ARTICLE 3

CHECK OFF

SECTION 1. Each regular pay period the City shall automatically deduct the amount of the regular CEAB legal donation from the pay of each CEAB member (hereinafter "Member"), provided that at the time of such deduction it is in the possession of the Payroll Division of the Finance Department a current written agreement, executed by the respective Member, in the form and according to the terms of the authorization form attached hereto, marked Appendix "D" and made a part hereof ("Authorization for Payroll Deduction"). The City shall remit such deductions to the address provided by the Civilian Employees Association of Bellevue.

SECTION 2. Such deductions of legal donation shall be made by the City for each regular pay period and continue until such time as the Authorization for Payroll Deduction has been withdrawn by the Employee in writing, and delivered to the Human Resources Department, with a copy provided to the CEAB. Notice will be given to the CEAB of any cancellations of legal donations.

SECTION 3. If the employee has signed an Authorization for Payroll Deduction form during his/her first pay period, then no legal donation shall be deducted until the next pay period, which deduction shall be limited to the amount of the current regular pay period CEAB legal donation, and shall not include legal donation for prior pay periods or any portions thereof.

SECTION 4. Previously signed and unrevoked written authorizations shall continue to be effective as to Members reinstated following layoff, leave of absence, or a suspension not exceeding sixty (60) days.

SECTION 5. At the time of the execution of this Agreement, the CEAB shall advise the Finance Director in writing of the exact amount of the regular monthly CEAB legal donation for each pay period. If, subsequently, the CEAB requests the City to deduct additional monthly CEAB legal donation, such requests shall be instituted only upon written assurance by the CEAB to the City that the requested amount is the regular monthly CEAB legal donation duly approved in accordance with the CEAB's constitution and bylaws.

SECTION 6. The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Member as above provided, upon notice from the CEAB it shall make that deduction from the Member's next pay period in which CEAB legal donation are normally deducted. If the City makes an overpayment to the CEAB, the City will deduct that amount from the next remittance to the CEAB. The CEAB agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article 3.

SECTION 7. The City agrees to provide this service without charge to the CEAB.

ARTICLE 4

HOURS OF WORK/OVERTIME

SECTION 1. A five (5) day, eight (8) consecutive hours per day, and forty (40) hour work week, or a shift schedule corresponding to more than eight (8) consecutive hours per day but no more than forty (40) hours per week, will be the standard work week for Employees.

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.

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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. When assigned a 12 hour work shift, the employee must work this shift assignment in two week increment blocks. See Appendix F for Work Schedule.

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SECTION 2. The work schedules for Employees shall be established by each City Department Director in accordance with below stated shifts.

Employees whose work shifts begin at 7:00am shall work until 3:30pm. All employees assigned to this work shift that work the entire shift shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period; or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Employees whose work shift begins at 8:00am shall work until 4:30pm. All employees assigned to this work shift that work the entire shift shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period; or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Employees who have successfully completed their introductory period may work a flexible schedule ("flextime") with the prior written approval of their department director. Upon receipt of a flextime request, the department director will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department. The department director may suspend or cancel the flextime arrangement at any time depending on staffing needs or the employee's job duties or performance.

Employees whose work shift begins other than 7:00 am or 8:00 am, or Employees working an approved flextime schedule, shall work eight and one-half (8½) hours and shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in

a day.

Employees whose work shift consists of ten (10) hour workday shall work a ten and one-half (10½) hours workday which will include two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4-hour increments in a day.

Any employee who does not receive their two (2) paid breaks or their thirty (30) minute unpaid meal period, said time shall be counted as hours worked in computing overtime.

SECTION 3. An Employee may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked. The maximum balance of accrued compensatory leave is 80 hours maximum at any one time.

Employees who work overtime and who have the maximum accrued amount of compensatory time during the respective year shall be compensated in cash at their regular overtime pay rate. Accumulated compensatory time shall be used within each contract year wherein it was earned and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.

SECTION 4. Work performed by employees in excess of forty (40) hours in any work week shall be compensated at a rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked. Vacation, compensatory time, holiday time, bereavement leave and military leave shall be considered as hours worked in computing overtime. Sick leave shall not be considered as hours worked in computing overtime.

SECTION 5. When an employee that is not previously assigned to the "Winter Call-Out Assignment Schedule" for the day is notified to return to work after having clocked-out at the end of their normal shift, such time shall be classified as a call-in and paid one and one-half (1½) times his/her regular rate of pay for the additional number of hours worked (starting upon arrival) or a minimum of two (2) hours at overtime rate, whichever is greater. If an employee is notified to return to work during a date that has been previously assigned to them under the "Winter Call-Out Assignment Schedule", that call-out event is not eligible for a guaranteed minimum amount of hours at the overtime rate. Any employee that has agreed to be a substitute for an employee originally assigned to the "Winter Call-Out Assignment Schedule" will not be eligible for a guaranteed minimum amount of hours at the overtime rate.

For purposes of this article, a "call-in" is defined as a situation where an employee is called in to work for reasons other than emergencies not controlled by the City (e.g. tornado, flood, blizzard, accumulation event, or any other act of nature).

SECTION 6. The hours of work for those Employees in the Street, Fleet, Park and Wastewater Departments shall be Monday through Friday, starting at 7:00a.m., except that the City, in an emergency,

shall have the right to temporarily change the starting schedule by two (2) hours. Work days may be adjusted from the Monday through Friday to Tuesday through Saturday in all City Departments covered by this contract. In addition, if the City Administrator orders operations to change due to Emergency Circumstances as defined in Article 2- Management Rights, temporary changes can be made to employee start and end times as well as required days of work.

Starting time will remain at 7:00am or 8:00am whichever is the employees normal work shift. This starting time may be adjusted in an emergency by two (2) hours. Any emergency not controlled by the City (i.e. tornado, flood, blizzard, or any other act of nature) allows this section to be utilized with a 12 hour notice as deemed necessary by the Department Director. All hours of work and overtime guidelines will apply as outlined in Article 4.

SECTION 7. Semi-permanent changes to an employee's schedule, or changes that will impact the start and end time of a work shift due to reasons other than an Emergency not controlled by the City as defined in Section 6, will be approved by the Department Director and will be posted in all affected departments for a minimum of seven (7) days prior to the change. Prior to this section being utilized the City will make a reasonable effort to ensure all seasonal and part-time employees have been utilized to meet the work load needs.

If the new assignment causes undue hardship to the assigned employee it will be reviewed by the Department Director prior to implementation of new work schedule for that employee.

The adjusted work day schedule will be for a minimum of eighty (80) hours (ten (10), eight (8) hours days) and the maximum will be 160 hours (twenty (20), eight (8) hour days).

All hours of work and overtime guidelines will apply as outlined in Article 4 for both work shifts.

SECTION 8. The hours of work for those Employees assigned to the Library when working a day shift shall be 8:00a.m. to 5:00p.m. When an Employee is assigned an evening shift, work hours shall be 12:00pm (noon) to 9:00pm. The Library Director shall establish work schedules that address a six (6) day per week operation as required to serve the public, or seven (7) day work week subject to the Library's budgetary and operational needs.

SECTION 9. Any modifications made to an employee's time sheet must be discussed and reviewed with the employee prior to said modification taking place.

SECTION 10. An employee who is on vacation leave or compensatory time and is called into work for an emergency, the employee will have the option to complete their regularly assigned eight (8) hour work shift using regular time worked or remain on paid leave and receive call-out pay.

ARTICLE 5
LEAVE PROVISIONS

SECTION 1.

A. COMPUTATION OF VACATION:

1. **Employees Hired Before May 1, 2012.** Employees hired before May 1, 2012 shall continue to earn vacation time upon completion of each full month of employment as follows:

<u>Years of Department (CITY) Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 st year of employment	8 hours
Beginning of 5 th year of employment	11 hours
Beginning of 10 th year of employment	14.33 hours
Beginning of 15 th year of employment	16 hours
Beginning of 20 th year of employment	17.66 hours
Beginning of 25 th year of employment	21 hours

2. **Employees Hired On or After May 1, 2012.** Employees hired on or after May 1, 2012 shall earn vacation time upon completion of each full month of employment as follows:

<u>Years of Department (CITY) Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 st year of employment	8 hours
Beginning of 5 th year of employment	10 hours
Beginning of 10 th year of employment	12 hours
Beginning of 15 th year of employment	14 hours
Beginning of 20 th year of employment	16 hours
Beginning of 25 th year of employment	20 hours

3. Vacation leave balances must not equal or exceed 200 hours as of September 30th each calendar year. Employees whose vacation leave balance equals or exceeds 200 hours will not be eligible to earn additional vacation leave pursuant to Section 1(A) until they reduce their vacation leave balance below 200 hours.

SECTION 2. SCHEDULING VACATION: Employees shall be provided the opportunity to take vacation leave in accordance with time earned as defined in Section 1. In accordance with the staffing needs as determined by the Department Head, Employees shall have the right to select their vacation leave by seniority as defined in Article 11.

SECTION 3. SELLING VACATION TIME: 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.

SECTION 4. SICK LEAVE:

A. Employees Hired Before October 1, 2012. Employees hired before October 1, 2012 shall continue to earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment. Subject to Section 5A, there shall be no maximum amount of accumulated sick leave, but such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

B. Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 shall earn sick leave at rate of eight (8) hours sick leave with pay for each calendar month of continuous employment. Subject to Section 5B, there shall be a maximum amount of accumulated sick leave of 960 hours, and such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

C. Employees Hired On or After October 1, 2021. Employees hired on or after October 1, 2021 shall earn sick leave at rate of eight (8) hours sick leave with pay for each calendar month of continuous employment. Subject to Section 5C, there shall be a maximum amount of accumulated sick leave of 960 hours, and such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

SECTION 5. SICK LEAVE PAYOUT:

A. Employees Hired Before October 1, 2012. Employees hired before October 1, 2012 who resign or retire from the City in good standing 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 a maximum cash payout in the amount of nine hundred sixty (960) 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, 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 in good standing 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 one-half the accumulated hours of sick leave not to exceed a maximum cash payout in the amount of four hundred eighty (480) 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, this benefit shall apply to the employee's designated beneficiary.

C. Employees Hired On or After October 1, 2021. Employees hired on or after October 1, 2021 are not eligible for any sick leave payout upon separation from the City. In the event of the Employee's death, there will be no sick leave payout benefit for the employee's beneficiary.

SECTION 6. BEREAVEMENT LEAVE: In the event of the death of an Employees father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse, or child related by blood, marriage, or adoption, the Employee will be permitted to take bereavement leave with pay, not to exceed

five (5) business days (consecutive or non-consecutive), including the day of the funeral.

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In the event of the death of the father, mother, sister, brother, grandmother or grandfather of the Employee's spouse, the Employee will be permitted to take bereavement leave with pay, but not to exceed three (3) business days (consecutive or non-consecutive), including the day of the funeral.

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In the event of the death of an Employee's aunt, uncle, niece or nephew, the Employee may, with the approval of the City Administrator or his/her designated representative, be permitted to take bereavement leave with pay for the day of the funeral.

SECTION 6. BEREAVEMENT LEAVE (Cont.):

The above may be extended at the discretion of the City.

Bereavement leave shall be considered separate from sick leave and vacation leave and is not required to be taken consecutively.

Upon written request by the employee, the City Administrator may grant vacation leave to be utilized in conjunction with bereavement leave.

SECTION 7. MATERNITY LEAVE: A female employee may use sick leave when unable to perform her normal work duties by reason of pregnancy when supported by a physician's statement certifying that due to the Employee's pregnancy the Employee is unable to perform her normal work duties. An Employee who has exhausted her allowance of sick leave shall be entitled to maternity leave without pay, provided that all maternity leave shall be supported by a physician's statement certifying that due to the Employee's pregnancy the Employee is unable to perform her normal work duties and the physician will not release her to perform her normal work duties.

The Employee shall inform the Department Director within two weeks after pregnancy has ended of the date she intends to return to work. Upon her reinstatement from maternity leave, the

Employee shall be given credit for previous service and accrued retirement benefits, and accumulated seniority.

SECTION 8. MILITARY LEAVE: An employee who is a member of a U.S. Military Organization is entitled to attend field exercise or instruction not to exceed one hundred twenty (120) hours in one calendar year (January 1-December 31) without loss of pay or benefits in accordance with State Statutes.

SECTION 9. JURY DUTY/REQUIRED ELECTION DUTY: When summoned by competent jurisdiction, employees will attend jury duty or required election duty without loss of pay. The employee receives his or her regular salary provided he/she turns the jury pay over to the City Finance Office.

SECTION 10. SICK LEAVE DONATION. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12-month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the Civilian Employees Association of Bellevue President or Vice President prior to asking the employees for assistance. The request will only be submitted 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 back to work), all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 6

HOLIDAYS

SECTION 1. The following, together with any other days that may be so designated by the City, shall be paid holidays for all Employees (hereinafter "Holiday")

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Birthday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

SECTION 2. Each Employee who is not required to be on work duty will be allowed to be absent from work with pay on a Holiday. However, in order to receive pay for a Holiday, an Employee must not have been absent without pay on the work day immediately preceding or immediately following the Holiday unless excused in writing by the Employee's Supervisor.

SECTION 3. The Holiday shall be observed on the same day the City observes the Holiday.

SECTION 4. If a holiday occurs while an Employee is on Worker's Compensation or other disability compensation, no credit for the holiday shall be allowed.

SECTION 5. An Employee required to work on a Holiday shall be compensated at the rate of one and one-half (1½) times the Employee's regular rate of pay for the actual number of hours worked, in addition to the Employee's regular pay.

SECTION 6. When a holiday occurs on a Saturday, it shall be observed on the preceding Friday. When a holiday occurs on a Sunday, it shall be observed on the following Monday.

SECTION 7. Whenever a Holiday falls during an employee's authorized leave, such observed Holiday shall not be charged against the employee's authorized leave.

ARTICLE 7

EDUCATION COMPENSATION

SECTION 1. EDUCATION INCENTIVE COMPENSATION. In addition to regular hourly 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:

A. Upon receipt of an Associate's Degree - \$10.00 per month.

B. Upon receipt of a Bachelor's Degree - \$20.00 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school which is defined specifically as that provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

SECTION 2. REIMBURSEMENT. The City agrees to reimburse Employees 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.

SECTION 3. All Employees must have advanced written approval from the Department Director and HR Manager in order to receive educational incentive compensation under Section 1 of this Article and reimbursement under Section 2 of this Article. An Employee must appeal any denial from the Department Director and/or HR Manager 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 Department Director and HR Manager together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

SECTION 4. Employees required to achieve and/or maintain specific licenses and/or certificates shall do so at the City's expense. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City. Scheduling tests, classes, seminars and continuing education required to achieve and/or maintain licenses and/or certifications shall be approved by the employees Department Director. The cost of the test, classes and/or seminars necessary to achieve and/or maintain the required license and/or certification shall be paid by the City. When traveling to, traveling from and during tests, classes, seminars and continuing education that is required by the employer, shall be considered on-the-clock and subject to the wage and overtime articles of this agreement. Whenever possible the City shall provide for transportation or the employee may submit mileage for reimbursement.

A. Journeyman's license(s) will be compensated in accordance with Section 1 paragraph (A) above. If an employee holds more than one license, they will receive this compensation for each license (e.g. 2 licenses will allow the employee to receive \$10 per month.)

B. Master's license/Contractor's license(s) will be compensated in accordance with Section 1 paragraph (B) above. If an employee holds more than one license, they will receive this compensation for each license (e.g. 2 Master's licenses will allow the employee to receive \$20 per month.)

The City shall pay for the renewal of all licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City. All reimbursement requests will be paid within 45 calendar days of submission.

ARTICLE 8
ALLOWANCES

SECTION 1. All fleet maintenance and fabrication technicians covered in Appendix B shall receive an annual taxable tool allowance of five hundred fifty dollars (\$550.00) on October 1 of each year during the length of this contract. The tool allowance will be paid to Employees in their payroll remitted the first pay period following October 1 of each year during the length of this contract. This allowance is to cover repair, replacement, or upgrade of the technician's personal tools that are used in the course of the day performing repairs of City vehicles and equipment.

SECTION 2. Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock. The Department Director shall decide if his/her department(s) are on quartermaster or clothing allowance. Whether it is quartermaster or clothing allowance, clothing must be appropriate, presentable and easily identifiable as a City Employee.

SECTION 3. See Appendix E for a list of job classifications which qualify for the quartermaster system under this Article.

ARTICLE 9

LONGEVITY PAY

SECTION 1. Additional compensation shall be granted to Employees based upon length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

<u>Employment Year Category</u>	<u>Longevity Pay</u>
Eight (8) years of employment	\$ 35.00 per month
Eleven (11) years of employment	\$ 75.00 per month
Fourteen (14) years of employment	\$110.00 per month
Seventeen (17) years of employment	\$150.00 per month
Twenty-one (21) years of employment	\$185.00 per month
Thirty (30) years of employment	\$220.00 per month

ARTICLE 10

WAGES

SECTION 1. Effective the first full payroll period in October, following ratification of this Agreement by approval of the City Council, the City will implement the hourly wage scale in Appendix A. All employees will move to the step in their grade assignment that is the closest approximation of at least a 2% increase to their current wage, without a reduction. If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled.

SECTION 2. The anniversary date of Employees shall be the calendar date upon which full-time employment with the City started. Annually, during the term of this agreement, employees may receive step advancements in accordance with the wage schedule set forth in Appendix A on the Employee's anniversary date. In the event an Employee is promoted, the Employee's anniversary date shall reflect the date of promotion for purposes of performance evaluations and eligibility for future step advancements.

If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled.

SECTION 3. For the purpose of this Agreement, the City and the CEAB shall agree that when an Employee is promoted to a higher grade, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest approximation of five percent (5%).

SECTION 4. The City and the CEAB acknowledge that there are a number of promoted Employees who, upon reaching the maximum pay step for their pay grade, previously reverted back to their date of hire. The parties agree that, for the sake of fairness to these Employees, such Employees (and such Employees alone) shall remain on their date of hire anniversary for purposes of performance evaluations and eligibility for future increases. Employees that have "reverted" back to their original hire dates under past Agreements shall remain on their original hire date. Employees that have not "reverted" back to their original hire date will not do so upon reaching their maximum pay step for their pay grade and their promotion date will remain their date utilized for future evaluations and pay adjustments.

SECTION 5. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a step advancement.

SECTION 6. Winter Snow Plow Incentive

All employees on the on-call snow removal roster that has a regularly assigned on-call schedule and call-out route will be eligible for payment under the incentive program. Fleet Maintenance, Parks and Facility Maintenance employees with a regularly assigned on-call schedule shall qualify as well. Payments of the Winter Snow Plow Incentive will be made in two (2) increments as outlined below:

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Payment 1-

\$500 separate check paid on the last payroll in November. There are no caveats to receiving this payment other than being a qualifying (per this section) full-time employee as of that payroll date.

Payment 2-

Up to a \$600 separate check paid on the first payroll in April following the snow plow season. Eligibility and payment is determined based upon the following criteria:

- Must be a qualifying (per this section) full-time employee as of the date of payment.
- \$600 paid if you have 0-2 unplanned and unavailable absences during the Winter season
- \$400 paid if you have 3-4 unplanned and unavailable absences during the Winter season
- \$0 paid if you have 5 or more unplanned and unavailable absences during the Winter season

SECTION 7. WASTEWATER ON-CALL PAY

Employees that are designated to be on-call in the Wastewater (WW) division of the Public Works Department, that are subject to the provisions and work restrictions as outlined in the Wastewater on-call procedures policy which includes but is not limited to the requirements of the employee(s) to remain fit for duty, to be able to be reached immediately, to remain within a reasonable call-back radius, and to respond for duty if summoned, will be eligible for "WW On-Call" pay in the amount of \$100 per week for any week that the employee is on-call. Eligibility will be determined by the Wastewater Operations Manager. If you are sick, or otherwise unable to participate in the WW On-Call assignment for the week, payment will not be issued. Any trade assignments that may be done will not impact "WW On-Call" pay for the week and will not be transferred between employees through the payroll system.

ARTICLE 11

Seniority/Filling of Vacant Positions

SECTION 1. "Seniority" means the employee's length of continuous service with the City, except as otherwise provided herein.

SECTION 2. "Continuous service" as used in Section 1 means an employee's length of service while in the bargaining Unit without break or interruption provided, that layoff of one (1) year or less, suspension for disciplinary purposes, absence on authorized leave with or without pay, or absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this Article.

SECTION 3.

A. The introductory period of employment with the City of Bellevue shall consist of six (6) months of actual employment in classification; any interruption of employment during such period shall not be counted as part of the introductory period. Lay-offs of less than fourteen (14) scheduled work days shall not constitute an interruption of employment within the meaning of this Section for either the introductory period with the City of Bellevue or any promotional introductory period.

The introductory period for fulltime employees hired after May 9, 2011 shall be six (6) months from the date of hire, and said employees shall receive a step increase after that six-month period.

B. During the introductory period, employees shall be allowed to transfer or relocate only if it is agreed upon by the City, the employee, and the CEAB.

SECTION 4. Where two or more employees began work on the same date, their Seniority standing shall be determined in the order in which they filed their respective application for employment.

SECTION 5. Where an employee holds a non-bargaining unit employment position, he/she shall retain all Seniority earned in all bargaining unit classifications in which he/she was previously employed. In no event shall non-bargaining unit employment service with the City be considered in calculating Seniority under this Agreement.

SECTION 6. The City shall have the exclusive right to promote employees into a higher classification provided, however, that when the employees abilities to perform the work in the higher classification are substantially equal, Seniority, as defined above, shall govern. An employee's past performance, including disciplinary action and performance appraisals will be considered in (1) promoting Employees and in (2) differentiating Employees with substantially equal Seniority.

SECTION 7. When the employee of the bargaining unit performs the duties of a position in a classification higher than the classification currently held by the employee the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall be determined as follows; an employee shall be paid at the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay, but in no case shall the employee receive a pay reduction. Should the position the employee is working in out of class be in another union, the employee shall receive a 5% increase over his/her current pay. No employee shall work out of classification in a vacant position for more than 120 calendar days. This language is to be applied for each vacant job classification.

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the Civilian Employees Association of Bellevue President.

ARTICLE 12

LAYOFFS

SECTION 1. The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority.

SECTION 2. No Employee shall be laid off from any work classification while there are provisional, probationary, part-time or seasonal employees working in the same work classification.

SECTION 3. In the event an Employee becomes subject to layoff in his/her respective work classification, and is the best qualified to perform duties in a lateral or lower pay classification within the bargaining unit, such Employee, with the City Administrator's approval, shall be permitted to transfer to a position in the lateral or lower classification ("bumping"); provided, however, bumping or transferring to a lower classification shall also be at the, lower classification's rate of pay. Prior to the bumping clause being utilized all vacant positions within the bargaining unit will be filled prior to the bumping taking place. An Employee in such lateral or lower classification subjected to layoff by virtue of the provisions of this Section 3, shall be laid off in accordance with the provisions of Section 1 hereof.

SECTION 4. The names of Employees who have been laid off shall be placed on a layoff list, kept in the normal course of business and maintained by the Human Resources Department, and shall be eligible for re-employment for a period of six (6) months from the date of the layoff. In the event the City attempts to hire employees during such six (6) month period to fill a classification for which the laid off Employee(s) is best qualified, the City shall first attempt to rehire from the list in reverse order of layoff; provided, such Employees return to work within fourteen (14) calendar days after notification of a reemployment opportunity.

SECTION 5. Where an Employee has accepted a position in a lateral or lower work or pay classification by virtue of a reduction in the Unit work force, such Employee shall have the first opportunity to be recalled to his/her former classification, whenever a job becomes available, in reverse order of reduction, regardless of the length of time that has expired between the acceptance of the lower classification and the availability of a job in such Employee's former classification.

ARTICLE 13

INSURANCE

SECTION 1. The City shall provide Employees a group insurance coverage for medical/surgical, including major medical benefits ("Group Insurance Plan"). The City shall pay ninety-two and one half percent (92.5%) of the insurance premium for the individual Employee coverage under the Group Insurance Plan.

An employee obtaining employee and spouse, employee and child(ren) or family coverage in accordance with this plan shall pay eighteen percent (18%) of the monthly health insurance premium in effect at the time of coverage.

The insurance benefits provided under the Group Insurance Plan shall be substantially the same benefits which are in effect at the time the parties sign this Agreement. The City shall provide each Employee covered by the Group Insurance Plan with a prescription card.

SECTION 2. The Group Insurance Plan is incorporated into Appendix C of this Agreement.

SECTION 3. 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 substantially the same as presently in force for each Employee, and Employees may add their family at their own expense at the presently applicable premium rate. (See Appendix C)

SECTION 4. Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five continuous years, the City will pay the Group insurance Plan premium for any Employee who retires as follows:

SINGLE COVERAGE: After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and one half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN): After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) for the contract years, of the family coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the family coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

SECTION 5. The City shall provide a term life insurance policy for each Employee in an amount equal to (i) the Employee's annual salary plus \$7,000 or (ii) \$52,000, whichever is greater. (See Appendix C)

SECTION 6. The City and the CEAB agree to form a joint Health Insurance Committee to review and recommend changes that would reduce health insurance costs.

ARTICLE 14

RETIREMENT

SECTION 1. Each Employee shall contribute six percent (6%) of such Employee's gross wages to the Employee's pension and retirement plan and the City shall pay an additional six percent (6%) of each such Employee's gross wages toward the Employee's pension and retirement plan. The Employee's contributions shall be automatically deducted from each Employee's regular pay period check.

SECTION 2. Employees will be eligible to be vested in the City paid portion of retirement contributions as defined in the Plan Document for the plan.

ARTICLE 15

DISCIPLINE

SECTION 1. The City may not demote, suspend or terminate employees without cause.

SECTION 2. Prior to the demotion, suspension or termination of an employee, the City shall provide the employee with (1) written notice of the charges, (2) explanation of the employer's evidence, and (3) an opportunity for the employee to present his or her side of the story during a pre-disciplinary *Loudermill* meeting.

SECTION 3. Employees may submit concerns regarding verbal or written reprimands to the Human Resources Director for review. A written request for review must be submitted to the Human Resources Director within five (5) City Business days of the receipt of the reprimand.

SECTION 4. Employees may only grieve disciplinary action involving demotions, suspensions and terminations in accordance with this Agreement's Grievance and Arbitration procedure.

ARTICLE 16

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A "Grievance" is defined as any dispute arising from the application and interpretation of this Agreement concerning wages, hours, or conditions of employment including demotions, suspensions, and terminations (but excluding other forms of disciplinary actions and layoffs as defined in Article 12 of this agreement).

SECTION 2. Any Grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be handled in the following manner:

Step 1: Within fourteen (14) calendar days of the incident giving rise to the Grievance, or the Employee or the CEAB becoming aware of the incident giving rise to the Grievance, the Grievance shall be submitted in writing to the Employee's Superintendent or Department Head, outlining the nature of the Grievance, including the Article and Section of the labor agreement that is in dispute. In the event the employee reports directly to a Department Director then the employee shall adhere to Step 1, but will go to Step 3 in the event the grievance is denied. The Supervisor shall meet with the Employee within fourteen (14) calendar days to discuss the Grievance and shall have fourteen (14) calendar days after the date on which the meeting occurs to respond in writing (the "response") to the Grievance. Any grievance filed due to a demotion, suspension or termination action shall be filed in accordance with Step 3 of this Article.

Step 2: If settlement is not reached under Step 1, the response and the Grievance shall be presented in writing by the Grievant to the Employee's Department Director within fourteen (14) calendar days after the date the response by the Supervisor was received by the Employee under Step 1. The Department Director shall have fourteen (14) calendar days to respond in writing to the Grievance.

Step 3: If settlement is not reached under Step 2, the response and the grievance shall be presented in writing by the Grievant to the City Administrator within fourteen (14) calendar days after the date the response by the Department Director was received by the Employee under Step 2. The City Administrator shall conduct such investigation and/or hearing and may call such witnesses as he/she deems, in his/her discretion, necessary to resolve the Grievance. The Employee shall be (1) given the opportunity to be present at the hearing, (2) allowed to call witnesses and present evidence, and (3) allowed to be represented by another individual of the Employee's choice. The extent of any investigation and/or hearing and the rules of procedure of same shall be wholly determined by the City Administrator.

The City Administrator shall respond to the Grievance in writing within fourteen (14) calendar days after the date of the completion of the investigation or hearing necessary. No Employee shall be suspended or terminated without pay without first receiving the hearing conducted by the City Administrator as provided by Step 2.

Step 4: If settlement is not reached under Step 3, then, within fourteen (14) calendar days after the date the City Administrator issues his/her written response under Step 3, the parties can either agree in writing to submit that particular Grievance to final and binding arbitration in accordance with Section 3 of this Article 15 or there is no such agreement, the Employee or the CEAB may file an action with a body of competent jurisdiction.

SECTION 3. In the event that both parties expressly agree in writing to final and binding arbitration as provided by Section 2 of this Article 15, the parties shall appoint an arbitrator by mutual agreement of the parties. In the event the parties cannot agree upon an arbitrator, then the parties shall request the Director of the Federal Mediation and Conciliation Service to provide a list of five (5) available arbitrators, from among whom the parties shall choose an arbitrator. After receipt of the list the City Administrator and Grievant and his/her representative, if any shall meet within seven (7) calendar days and select an arbitrator by each party striking two names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one 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 CEAB representation, as is the Employee's right, the CEAB 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 CEAB must be consistent with the terms of this Agreement.

Said arbitrator shall have no power to add to, subtract from, or in any way modify this Agreement, but he/she shall have the authority only to interpret and apply the provisions of the Agreement. The arbitrator shall have the power and authority to fashion a remedy in his/her determination of any Grievance.

The parties shall equally divide and share the expense of the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

SECTION 4. 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. Any time limitation provided herein may be waived or extended by written agreement of the City Administrator, or his/her designated representative and the Grievant(s) designated representative.

SECTION 5. The CEAB shall have the right to certify a reasonable number of Stewards who will, upon the request of an employee, be provided a reasonable amount of work time to process and investigate the employee's grievance. The employee shall obtain approval of the appropriate supervisor prior to contacting a Steward. The requested Steward will obtain the approval of the appropriate supervisor to be released during work time. Such requests will not be unreasonably denied. Upon ratification of this Agreement, and as revisions are necessary, the names will be provided to the City. On October 1 and April 1 of each year, the CEAB will provide a complete updated list of its designated Stewards to the City.

ARTICLE 17

SAVINGS CLAUSE

SECTION 1. Nothing contained in this Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for Employees; no Employee shall inadvertently suffer any loss of wages, hours, or working conditions by reason of the signing of his 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 18

DURATION, ACCEPTANCE AND REOPENING OF THE AGREEMENT

SECTION 1. This Agreement shall be in full force and effective the first full payroll period following ratification by the CEAB and the City Council of the City of Bellevue, Nebraska.


SECTION 2. This Agreement, together with all terms, conditions, and effects thereof; shall remain in effect after its expiration date until a new contract is agreed upon.

SECTION 3. The CEAB and the City shall submit an original set of contract proposals to the other party a minimum of six (6) months prior to the expiration date of this agreement, as per Article 19, Section 1.

The CEAB and the City shall commence bargaining at a minimum of five (5) months prior to the expiration of this agreement, as per Article 19, Section 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of September, 202~~4~~⁵.

City of Bellevue Mayor



Civilian Employees Association of Bellevue President

Approved by the City Council on this _____ day of September, 202~~4~~⁵.

ATTEST:

City Clerk

APPENDIX A

PAY SCALE

Upon Ratification		Effective October 1, 2021								
	Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk		17.09	17.90	18.75	19.64	20.57	21.55	22.57	23.64	24.76
Accounting Clerk II		20.45	21.26	22.10	22.97	23.88	24.82	25.80	26.82	27.87
AEO I Parks		16.59	17.41	18.27	19.17	20.12	21.11	22.15	23.24	24.38
AEO I Streets		18.15	18.88	19.64	20.43	21.25	22.10	22.99	23.91	24.88
AEO II Parks/Streets		20.04	20.88	21.76	22.67	23.62	24.61	25.64	26.72	27.86
AEO III Street		21.90	22.74	23.61	24.51	25.45	26.42	27.43	28.48	29.58
Automotive Mechanic II		21.06	21.91	22.80	23.73	24.69	25.69	26.73	27.81	28.95
Automotive Servicer		15.43	16.13	16.86	17.63	18.43	19.27	20.15	21.07	22.03
Building Inspector		24.21	25.24	26.32	27.44	28.61	29.83	31.10	32.42	33.80
Cemetery Caretaker I		16.37	17.22	18.11	19.05	20.04	21.08	22.18	23.33	24.55
Cemetery Caretaker II		19.86	20.78	21.75	22.76	23.82	24.93	26.09	27.30	28.58
Clerk II		16.55	17.26	18.00	18.77	19.58	20.42	21.30	22.21	23.16
Code Enforcement Inspector		20.80	21.79	22.83	23.92	25.06	26.25	27.50	28.81	30.16
Code Enforcement Tech		20.32	21.22	22.16	23.14	24.16	25.23	26.35	27.51	28.72
Custodial Worker		14.01	14.61	15.24	15.89	16.57	17.28	18.02	18.79	19.60
Diesel Mechanic		21.56	22.42	23.32	24.25	25.22	26.23	27.28	28.37	29.52
Electrical Inspector		25.46	26.47	27.52	28.61	29.74	30.92	32.14	33.41	34.74
Fab Maint Worker/Equip Tech		19.80	20.55	21.33	22.14	22.98	23.85	24.76	25.70	26.68
Fabrication Tech		21.96	22.73	23.53	24.36	25.22	26.11	27.03	27.98	28.98
Landscape Specialist		19.00	19.77	20.57	21.40	22.27	23.17	24.11	25.09	26.11
Librarian I		24.43	25.37	26.35	27.37	28.42	29.52	30.66	31.84	33.06
Library Clerk		11.79	12.26	12.75	13.26	13.79	14.34	14.91	15.51	16.14
Library Specialist		20.52	21.35	22.21	23.11	24.04	25.01	26.02	27.07	28.15
Maintenance Worker I		17.28	17.97	18.69	19.44	20.22	21.03	21.87	22.74	23.63
Maintenance Worker II		19.63	20.40	21.20	22.03	22.89	23.78	24.71	25.68	26.67
Maintenance Worker III		21.45	22.19	22.96	23.75	24.57	25.42	26.30	27.21	28.15
Mini Bus Driver		12.55	13.13	13.73	14.36	15.02	15.71	16.43	17.18	17.96
P&I Tech		20.46	21.36	22.30	23.28	24.31	25.38	26.50	27.67	28.91
Parts Keeper II		22.62	23.39	24.18	25.00	25.85	26.73	27.64	28.58	29.53
Partskeeper I		17.54	18.17	18.82	19.50	20.20	20.93	21.68	22.46	23.26
Plumber Building Maintenance		21.45	22.19	22.96	23.75	24.57	25.42	26.30	27.21	28.15
Plumbing/Mechanical Inspector		25.10	26.14	27.22	28.34	29.51	30.73	32.00	33.32	34.69
Property & Evidence Tech		20.47	21.37	22.31	23.29	24.32	25.39	26.51	27.68	28.92
Public Works Inspector		25.26	26.32	27.42	28.57	29.77	31.02	32.32	33.67	35.07
Records Technician		17.68	18.40	19.15	19.93	20.74	21.58	22.46	23.37	24.31
Safety Inspector		24.22	25.25	26.32	27.44	28.61	29.83	31.10	32.42	33.80
Secretary		18.30	19.10	19.93	20.80	21.71	22.66	23.65	24.68	25.75
Senior Fire Tech		23.65	24.64	25.67	26.74	27.86	29.03	30.24	31.51	32.83
Senior Technician		23.65	24.64	25.67	26.74	27.86	29.03	30.24	31.51	32.83
Traffic Sign Tech		22.28	23.07	23.88	24.72	25.59	26.49	27.43	28.40	29.41
Traffic Sign/Signal Technician		23.47	24.35	25.27	26.22	27.21	28.24	29.30	30.40	31.55
W/W Collections Crew Leader		24.12	25.06	26.04	27.05	28.10	29.19	30.33	31.51	32.74
W/W Maintenance Crew Leader		24.85	25.92	27.04	28.21	29.43	30.70	32.03	33.41	34.86
W/W Maintenance Mechanic		21.92	22.66	23.43	24.22	25.04	25.89	26.77	27.68	28.61
W/W Maintenance Repairer		20.28	21.18	22.12	23.10	24.13	25.20	26.32	27.49	28.71
W/W Maintenance Technician		21.43	22.24	23.08	23.95	24.85	25.79	26.76	27.77	28.83
W/W Maintenance Worker		17.45	18.15	18.88	19.64	20.43	21.25	22.11	23.00	23.95

Effective October 1, 2022

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	17.43	18.26	19.13	20.04	20.99	21.99	23.03	24.12	25.26
Accounting Clerk II	20.86	21.68	22.54	23.43	24.35	25.31	26.31	27.35	28.43
AEO I Parks	16.92	17.75	18.63	19.55	20.51	21.52	22.58	23.69	24.87
AEO I Streets	18.51	19.25	20.02	20.83	21.67	22.54	23.45	24.39	25.38
AEO II Parks/Streets	20.44	21.30	22.20	23.13	24.10	25.11	26.17	27.27	28.42
AEO III Street	22.34	23.20	24.09	25.01	25.97	26.96	27.99	29.06	30.17
Automotive Mechanic II	21.48	22.35	23.26	24.20	25.18	26.20	27.26	28.37	29.53
Automotive Servicer	15.74	16.46	17.21	17.99	18.81	19.67	20.57	21.51	22.47
Building Inspector	24.69	25.74	26.84	27.98	29.17	30.41	31.71	33.06	34.48
Cemetery Caretaker I	16.70	17.57	18.48	19.44	20.45	21.51	22.63	23.81	25.04
Cemetery Caretaker II	20.26	21.20	22.19	23.22	24.30	25.43	26.61	27.85	29.15
Clerk II	16.88	17.60	18.36	19.15	19.97	20.83	21.72	22.65	23.62
Code Enforcement Inspector	21.22	22.23	23.29	24.40	25.56	26.78	28.05	29.38	30.76
Code Enforcement Tech	20.79	21.65	22.61	23.61	24.65	25.74	26.88	28.07	29.29
Custodial Worker	14.29	14.90	15.54	16.21	16.90	17.62	18.38	19.17	19.99
Diesel Mechanic	21.99	22.87	23.79	24.74	25.73	26.76	27.83	28.94	30.11
Electrical Inspector	25.97	27.00	28.07	29.18	30.34	31.54	32.79	34.09	35.43
Fab Maint Worker/Equip Tech	20.20	20.97	21.77	22.60	23.46	24.35	25.27	26.23	27.21
Fabrication Tech	22.40	23.19	24.01	24.86	25.74	26.65	27.59	28.56	29.56
Landscape Specialist	19.38	20.17	20.99	21.84	22.73	23.65	24.61	25.61	26.63
Librarian I	24.92	25.88	26.88	27.92	29.00	30.12	31.28	32.49	33.72
Library Clerk	12.03	12.51	13.01	13.53	14.07	14.63	15.22	15.83	16.46
Library Specialist	20.93	21.77	22.65	23.56	24.51	25.50	26.53	27.60	28.71
Maintenance Worker I	17.63	18.33	19.06	19.82	20.61	21.43	22.28	23.17	24.09
Maintenance Worker II	20.02	20.80	21.61	22.45	23.33	24.24	25.19	26.17	27.20
Maintenance Worker III	21.88	22.64	23.42	24.23	25.07	25.94	26.84	27.77	28.71
Mini Bus Driver	12.80	13.39	14.00	14.64	15.31	16.01	16.74	17.51	18.32
P&I Tech	20.87	21.79	22.75	23.75	24.80	25.90	27.04	28.23	29.49
Parts Keeper II	23.07	23.85	24.66	25.50	26.36	27.25	28.17	29.12	30.12
Partskeeper I	17.89	18.53	19.20	19.89	20.60	21.34	22.11	22.90	23.73
Plumber Building Maintenance	21.88	22.64	23.42	24.23	25.07	25.94	26.84	27.77	28.71
Plumbing/Mechanical Inspector	25.60	26.66	27.76	28.91	30.10	31.34	32.63	33.98	35.38
Property & Evidence Tech	20.88	21.80	22.76	23.76	24.81	25.91	27.05	28.24	29.50
Public Works Inspector	25.77	26.85	27.97	29.14	30.36	31.63	32.95	34.33	35.77
Records Technician	18.03	18.76	19.52	20.31	21.13	21.99	22.88	23.81	24.80
Safety Inspector	24.70	25.75	26.85	27.99	29.18	30.42	31.71	33.06	34.48
Secretary	18.67	19.48	20.33	21.22	22.15	23.12	24.13	25.18	26.27
Senior Fire Tech	24.12	25.13	26.18	27.28	28.42	29.61	30.85	32.14	33.49
Senior Technician	24.12	25.13	26.18	27.28	28.42	29.61	30.85	32.14	33.49
Traffic Sign Tech	22.73	23.53	24.36	25.22	26.11	27.03	27.98	28.97	30.00
Traffic Sign/Signal Technician	23.94	24.84	25.78	26.75	27.76	28.81	29.90	31.03	32.18
W/W Collections Crew Leader	24.60	25.56	26.56	27.59	28.66	29.78	30.94	32.14	33.39
W/W Maintenance Crew Leader	25.35	26.45	27.59	28.78	30.02	31.32	32.67	34.08	35.56
W/W Maintenance Mechanic	22.36	23.12	23.90	24.71	25.55	26.41	27.30	28.22	29.18
W/W Maintenance Repairer	20.69	21.61	22.57	23.57	24.62	25.71	26.85	28.04	29.28
W/W Maintenance Technician	21.86	22.69	23.55	24.44	25.36	26.32	27.31	28.34	29.41
W/W Maintenance Worker	17.80	18.52	19.27	20.05	20.86	21.70	22.58	23.49	24.43

Effective October 1, 2023

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	17.78	18.62	19.50	20.42	21.39	22.40	23.46	24.57	25.77
Accounting Clerk II	21.28	22.12	22.99	23.90	24.84	25.82	26.84	27.90	29.00
AEO I Parks	17.26	18.11	19.00	19.94	20.92	21.95	23.03	24.17	25.37
AEO I Streets	18.88	19.64	20.43	21.25	22.10	22.99	23.91	24.87	25.89
AEO II Parks/Streets	20.85	21.73	22.64	23.59	24.58	25.61	26.69	27.81	28.99
AEO III Street	22.79	23.66	24.57	25.51	26.49	27.50	28.55	29.64	30.77
Automotive Mechanic II	21.91	22.80	23.73	24.69	25.69	26.73	27.81	28.94	30.12
Automotive Servicer	16.05	16.78	17.54	18.34	19.17	20.04	20.95	21.90	22.92
Building Inspector	25.18	26.25	27.37	28.54	29.76	31.03	32.35	33.73	35.17
Cemetery Caretaker I	17.03	17.91	18.84	19.82	20.85	21.93	23.07	24.27	25.54
Cemetery Caretaker II	20.67	21.63	22.64	23.69	24.79	25.94	27.15	28.41	29.73
Clerk II	17.22	17.96	18.73	19.53	20.37	21.24	22.15	23.10	24.09
Code Enforcement Inspector	21.64	22.67	23.75	24.88	26.06	27.30	28.60	29.96	31.38
Code Enforcement Tech	21.14	22.07	23.05	24.07	25.13	26.24	27.40	28.61	29.88
Custodial Worker	14.58	15.20	15.85	16.53	17.24	17.98	18.75	19.55	20.39
Diesel Mechanic	22.43	23.33	24.26	25.23	26.24	27.29	28.38	29.52	30.71
Electrical Inspector	26.49	27.54	28.63	29.76	30.94	32.17	33.44	34.76	36.14
Fab Maint Worker/Equip Tech	20.60	21.38	22.19	23.03	23.90	24.81	25.75	26.73	27.75
Fabrication Tech	22.85	23.66	24.49	25.35	26.24	27.17	28.13	29.12	30.15
Landscape Specialist	19.77	20.57	21.40	22.27	23.17	24.11	25.09	26.11	27.16
Librarian I	25.42	26.40	27.42	28.48	29.58	30.72	31.90	33.13	34.39
Library Clerk	12.27	12.76	13.27	13.80	14.35	14.92	15.52	16.14	16.79
Library Specialist	21.35	22.21	23.11	24.04	25.01	26.02	27.07	28.16	29.28
Maintenance Worker I	17.98	18.70	19.45	20.23	21.04	21.88	22.75	23.66	24.58
Maintenance Worker II	20.42	21.22	22.05	22.91	23.80	24.73	25.70	26.70	27.74
Maintenance Worker III	22.32	23.09	23.89	24.72	25.57	26.45	27.36	28.31	29.28
Mini Bus Driver	13.06	13.66	14.29	14.94	15.62	16.34	17.09	17.87	18.69
P&I Tech	21.29	22.23	23.21	24.23	25.30	26.42	27.59	28.81	30.08
Parts Keeper II	23.53	24.33	25.15	26.00	26.88	27.79	28.73	29.70	30.72
Partskeeper I	18.25	18.91	19.59	20.29	21.02	21.77	22.55	23.36	24.20
Plumber Building Maintenance	22.32	23.09	23.89	24.72	25.57	26.45	27.36	28.31	29.28
Plumbing/Mechanical Inspector	26.11	27.19	28.31	29.48	30.70	31.97	33.29	34.66	36.09
Property & Evidence Tech	21.30	22.24	23.22	24.25	25.32	26.44	27.61	28.83	30.09
Public Works Inspector	26.29	27.39	28.54	29.73	30.97	32.27	33.62	35.03	36.49
Records Technician	18.39	19.14	19.92	20.73	21.57	22.45	23.36	24.31	25.30
Safety Inspector	25.19	26.26	27.38	28.54	29.75	31.02	32.34	33.72	35.17
Secretary	19.04	19.87	20.74	21.64	22.58	23.56	24.59	25.66	26.80
Senior Fire Tech	24.60	25.63	26.70	27.82	28.98	30.19	31.45	32.77	34.16
Senior Technician	24.60	25.63	26.70	27.82	28.98	30.19	31.45	32.77	34.16
Traffic Sign Tech	23.16	24.00	24.85	25.73	26.64	27.58	28.55	29.56	30.60
Traffic Sign/Signal Technician	24.42	25.34	26.29	27.28	28.31	29.38	30.49	31.64	32.82
W/W Collections Crew Leader	25.09	26.07	27.08	28.13	29.23	30.37	31.55	32.78	34.06
W/W Maintenance Crew Leader	25.86	26.98	28.15	29.37	30.64	31.96	33.34	34.78	36.27
W/W Maintenance Mechanic	22.81	23.58	24.38	25.21	26.06	26.94	27.85	28.79	29.76
W/W Maintenance Repairer	21.10	22.04	23.02	24.04	25.11	26.22	27.38	28.60	29.87
W/W Maintenance Technician	22.30	23.14	24.01	24.92	25.86	26.84	27.85	28.90	30.00
W/W Maintenance Worker	18.16	18.89	19.65	20.44	21.26	22.12	23.01	23.94	24.92

Effective October 1, 2024

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	18.14	19.00	19.90	20.84	21.83	22.87	23.95	25.09	26.29
Accounting Clerk II	21.71	22.57	23.46	24.39	25.35	26.35	27.39	28.47	29.58
AEO I Parks	17.61	18.48	19.39	20.35	21.35	22.40	23.50	24.66	25.88
AEO I Streets	19.26	20.03	20.84	21.68	22.55	23.46	24.40	25.38	26.41
AEO II Parks/Streets	21.27	22.16	23.05	24.06	25.07	26.12	27.22	28.36	29.57
AEO III Street	23.25	24.14	25.06	26.02	27.02	28.05	29.12	30.24	31.39
Automotive Mechanic II	22.35	23.26	24.20	25.18	26.20	27.26	28.37	29.52	30.72
Automotive Servicer	16.37	17.12	17.90	18.71	19.56	20.45	21.38	22.35	23.38
Building Inspector	25.68	26.77	27.91	29.10	30.34	31.63	32.98	34.38	35.87
Cemetery Caretaker I	17.37	18.27	19.22	20.22	21.27	22.38	23.54	24.76	26.05
Cemetery Caretaker II	21.08	22.06	23.09	24.16	25.28	26.46	27.69	28.98	30.32
Clerk II	17.56	18.31	19.10	19.92	20.77	21.66	22.59	23.56	24.57
Code Enforcement Inspector	22.07	23.12	24.22	25.37	26.58	27.84	29.16	30.55	32.01
Code Enforcement Tech	21.56	22.51	23.50	24.54	25.62	26.75	27.93	29.16	30.48
Custodial Worker	14.87	15.51	16.17	16.86	17.58	18.33	19.12	19.94	20.80
Diesel Mechanic	22.88	23.80	24.75	25.74	26.77	27.84	28.96	30.12	31.32
Electrical Inspector	27.02	28.09	29.20	30.36	31.56	32.81	34.11	35.46	36.86
Fab Maint Worker/Equip Tech	21.01	21.81	22.64	23.50	24.39	25.32	26.28	27.28	28.31
Fabrication Tech	23.31	24.13	24.98	25.86	26.77	27.71	28.69	29.70	30.75
Landscape Specialist	20.17	20.99	21.84	22.73	23.65	24.61	25.61	26.65	27.70
Librarian I	25.93	26.93	27.97	29.05	30.17	31.33	32.54	33.79	35.08
Library Clerk	12.52	13.02	13.54	14.08	14.64	15.23	15.84	16.47	17.13
Library Specialist	21.78	22.66	23.57	24.52	25.51	26.54	27.61	28.72	29.87
Maintenance Worker I	18.34	19.07	19.83	20.62	21.44	22.30	23.19	24.12	25.07
Maintenance Worker II	20.83	21.64	22.49	23.37	24.28	25.23	26.22	27.24	28.29
Maintenance Worker III	22.77	23.56	24.37	25.21	26.08	26.98	27.91	28.87	29.87
Mini Bus Driver	13.32	13.93	14.57	15.24	15.94	16.67	17.43	18.23	19.06
P&I Tech	21.72	22.68	23.68	24.73	25.82	26.96	28.15	29.39	30.68
Parts Keeper II	24.00	24.81	25.65	26.52	27.42	28.35	29.31	30.30	31.33
Partskeeper I	18.62	19.29	19.98	20.70	21.44	22.21	23.01	23.84	24.68
Plumber Building Maintenance	22.77	23.56	24.37	25.21	26.08	26.98	27.91	28.87	29.87
Plumbing/Mechanical Inspector	26.63	27.73	28.87	30.06	31.30	32.59	33.94	35.34	36.81
Property & Evidence Tech	21.73	22.69	23.69	24.74	25.83	26.97	28.16	29.40	30.69
Public Works Inspector	26.82	27.94	29.11	30.33	31.60	32.92	34.30	35.74	37.22
Records Technician	18.76	19.52	20.31	21.13	21.99	22.88	23.81	24.78	25.81
Safety Inspector	25.69	26.78	27.92	29.11	30.35	31.64	32.99	34.39	35.87
Secretary	19.42	20.27	21.15	22.07	23.03	24.03	25.08	26.17	27.34
Senior Fire Tech	25.09	26.14	27.23	28.37	29.56	30.80	32.09	33.43	34.84
Senior Technician	25.09	26.14	27.23	28.37	29.56	30.80	32.09	33.43	34.84
Traffic Sign Tech	23.64	24.47	25.33	26.22	27.15	28.11	29.10	30.13	31.21
Traffic Sign/Signal Technician	24.91	25.85	26.82	27.83	28.88	29.97	31.10	32.27	33.48
W/W Collections Crew Leader	25.53	26.59	27.63	28.71	29.83	30.99	32.20	33.45	34.74
W/W Maintenance Crew Leader	26.38	27.52	28.71	29.95	31.24	32.59	34.00	35.47	37.00
W/W Maintenance Mechanic	23.27	24.06	24.87	25.71	26.58	27.48	28.41	29.37	30.36
W/W Maintenance Repairer	21.52	22.48	23.48	24.52	25.61	26.75	27.94	29.18	30.47
W/W Maintenance Technician	22.75	23.61	24.5	25.43	26.39	27.39	28.42	29.49	30.6
W/W Maintenance Worker	18.52	19.27	20.05	20.86	21.70	22.58	23.49	24.44	25.42

New CEAB Wage Grid to Start 10/1/2025

CEAB Study Job Title	1	2	3	4	5	6	7	8	9	MAX
Accounting Clerk I	10.37	21.31	21.29	23.32	24.46	25.53	26.71	27.94	29.24	29.24
Accounting Clerk II	14.38	25.21	26.58	27.73	29.33	29.40	30.63	31.68	32.91	32.91
Automotive Equipment Operator - Parks	21.10	21.16	22.64	23.45	24.22	25.16	26.06	27.00	27.98	27.98
Automotive Equipment Operator - Streets	21.42	22.18	23.57	23.73	24.62	25.49	26.39	27.31	28.28	28.28
Automotive Equipment Operator I - Streets/Parks	24.22	26.06	26.60	26.78	27.66	28.63	29.61	30.61	31.62	31.62
Automotive Equipment Operator II - Streets	27.24	28.10	28.89	29.90	30.84	31.81	32.81	33.84	34.91	34.91
Building Inspector	28.58	29.59	30.65	32.05	33.30	34.60	35.95	37.35	38.80	38.80
Cemetery Caretaker I	10.70	19.76	20.79	21.07	23.01	24.21	25.47	26.79	28.10	28.10
Cemetery Caretaker II	20.65	21.94	23.32	24.73	26.33	27.95	29.73	31.59	33.60	33.60
Clerk II	19.71	20.56	21.40	22.39	23.23	24.19	25.30	26.26	27.33	27.33
Code Enforcement Inspector	24.54	25.73	26.85	28.23	29.57	30.97	32.44	33.98	35.61	35.61
Code Enforcement Tech	23.32	24.26	25.24	26.26	27.32	28.43	29.58	30.78	32.03	32.03
Custodial Worker	17.41	18.06	18.71	19.88	20.08	21.80	21.95	22.93	23.13	23.13
Electrical Inspector	30.06	31.24	32.47	33.75	35.08	36.46	37.90	39.39	40.96	40.96
Fabrication Maintenance Worker/Equipment Service	22.94	23.78	24.65	25.53	26.45	27.46	28.47	29.51	30.61	30.61
Fabrication Technicians	26.18	27.37	27.69	28.91	29.80	30.94	31.99	33.08	34.20	34.20
Fleet Technician	22.15	22.38	23.60	24.34	25.10	25.89	26.70	27.54	28.39	28.39
Fleet Technician I	26.27	27.17	28.21	29.39	30.51	31.68	32.99	34.15	35.45	35.45
Fleet Technician II	29.25	30.30	31.36	32.50	33.66	34.87	36.12	37.41	38.75	38.75
Landscape Specialist	22.43	23.26	24.12	25.01	25.93	26.88	27.87	28.90	29.96	29.96
Librarian I	19.17	20.11	21.12	22.17	23.25	24.37	25.53	26.71	27.94	27.94
Library Specialist/Head of Circulation	22.64	23.58	24.56	25.53	26.65	27.76	28.92	30.11	31.38	31.38
Maintenance Worker I	11.49	22.70	22.54	23.70	24.86	25.90	26.14	27.01	27.90	27.90
Maintenance Worker II	21.11	25.20	26.61	26.85	27.72	28.62	29.54	30.49	31.47	31.47
Maintenance Worker III	25.94	28.75	27.19	28.46	29.53	30.77	31.22	32.20	33.22	33.22
Mini Bus Driver	15.17	15.30	16.50	17.31	17.96	18.72	19.50	20.46	21.21	21.21
Parts Keeper II	24.72	25.52	26.56	27.53	28.52	29.57	30.65	31.77	32.92	32.92
Permits and Inspections Technician	23.49	24.53	25.61	26.74	27.92	29.15	30.44	31.78	33.18	33.18
Planning and Permit Technician	23.49	24.53	25.61	26.74	27.92	29.15	30.44	31.78	33.18	33.18
Plumbing/Building Maintenance	19.56	26.41	27.39	28.20	29.14	30.11	31.11	32.15	33.22	33.22
Plumber/Mechanical Inspector	19.62	30.34	31.31	33.44	34.87	35.76	37.76	39.31	40.94	40.94
Property & Evidence Technician	21.40	26.36	26.35	27.33	28.45	29.67	30.73	31.93	33.19	33.19
Public Works Inspector	29.00	31.11	31.47	32.73	34.18	35.59	37.05	38.63	40.25	40.25
Records Technician	11.07	21.30	21.76	23.66	24.58	25.56	26.57	27.62	28.71	28.71
Safety Inspector	27.00	28.22	29.40	30.62	32.21	33.66	35.16	36.77	38.43	38.43
Secretary - Fleet Maint/Human Services/Parks/Street/Wastewater	11.82	22.56	23.54	24.45	25.46	26.38	27.40	28.46	29.56	29.56
Traffic Sign Technician	25.65	26.45	27.28	28.13	29.01	29.82	30.95	31.90	32.79	32.79
Traffic Sign/Signal Technician	28.38	29.26	30.26	31.09	32.05	33.04	34.05	35.11	36.20	36.20
W/W Collections Crew Leader	28.47	29.38	30.73	31.93	33.17	34.46	35.80	37.19	38.64	38.64
W/W Maintenance Crew Leader	29.21	30.50	31.71	32.87	34.28	35.64	37.05	38.52	40.02	40.02
W/W Maintenance Mechanic	24.92	25.38	26.88	27.92	29.00	30.12	31.29	32.50	33.76	33.76
W/W Maintenance Repairer	23.05	24.19	25.28	26.63	27.96	29.39	30.78	32.38	33.90	33.90
W/W Maintenance Technician	24.37	25.41	26.50	27.63	28.81	30.04	31.32	32.64	34.04	34.04
W/W Maintenance Worker	20.56	21.39	22.26	23.15	24.10	25.08	26.10	27.16	28.27	28.27

APPENDIX B

JOB CLASSIFICATIONS

Accounting Clerk I
Accounting Clerk II
AEO I Parks
AEO I Streets
AEO II Parks/Streets
AEO III Street
~~Automotive Mechanic II~~
~~Automotive Serviceer~~
Building Inspector
Cemetery Caretaker I
Cemetery Caretaker II
Clerk II
Code Enforcement Inspector
Code Enforcement Tech
Custodial Worker
~~Diesel Mechanic~~
Electrical Inspector
Fab Maint Worker/Equip
~~Service Tech~~
Fabrication Tech
~~Fleet Tech I~~
~~Fleet Tech II~~
~~Fleet Tech III~~
Landscape Specialist
Librarian I
~~Library Clerk~~
Library Specialist
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Mini Bus Driver
P&I Tech
~~Planning & Permits Tech~~
Parts Keeper II
~~Parts keeper I~~
Plumber Building Maintenance
Plumbing/Mechanical Inspector
Property & Evidence Tech
Public Works Inspector
Records Technician

Safety Inspector
Secretary
~~Senior Fire Tech~~
~~Senior Technician~~
Traffic Sign Tech
Traffic Sign/Signal Technician
WW Collections Crew Leader
WW Maintenance Crew Leader
WW Maintenance Mechanic
WW Maintenance Repairer
WW Maintenance Technician
WW Maintenance Worker

APPENDIX C

INSURANCE POLICY

The Group Medical Insurance Plan, Life Insurance and Group Dental Plan as written for employees of the City of Bellevue is incorporated in its entirety into this Agreement

APPENDIX D

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the City of Bellevue to deduct from my regular paycheck the sum of money for payment of the regular CEAB dues and then pay same to the Civilian Employees Association of Bellevue. This Authorization shall remain in effect, and the City may rely thereon, until such time as it is withdrawn in writing by the undersigned.

Name: _____

Department: _____ Date: _____

Signature _____

Approved: _____

APPENDIX E

APPLICABLE JOB CLASSIFICATIONS FOR QUARTERMASTER SYSTEM

Clothing

Administrative Services – bus drivers
Street Dept. AEO 1, 2 & 3
Sign & Signal Technicians
Sign Technician
Fabrication Technician
Parks, Building Maintenance, Cemetery
Wastewater Technicians

Boots

Safety Inspector
Street Dept. AEI 1, 2 & 3
Sign & Signal Technician
Sign Technician
Fabrication Technician
Code Enforcement
Evidence Technicians
Parks, Building Maintenance, Cemetery
Fleet
P & I Inspectors
Wastewater Technicians

APPENDIX F

EXAMPLE WORK SCHEDULE FOR
12-HOUR SHIFT

<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
				<u>1</u>	<u>2</u>	<u>3</u>
				WORK	OFF	OFF
<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
OFF	WORK	WORK	OFF	OFF	WORK	WORK
<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
WORK	OFF	OFF	WORK	WORK	OFF	OFF
<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>
OFF	WORK	WORK	OFF	OFF	WORK	WORK
<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>
WORK	OFF	OFF	WORK	WORK	OFF	OFF

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

161.
9/2/2025

COUNCIL MEETING DATE: 09/02/2025		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 one year bargaining agreement with the International Association of Firefighters Local 4906 (IAFF)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the IAFF expires on September 30, 2025. Negotiations were held to achieve a new agreement for the period of October 1, 2025 through September 30, 2026. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: \$800,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CBA between the City and IAFF

CONTRACT EFFECTIVE DATE: 10/01/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 09/30/2026

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 International Association of Firefighters Local 4906 (IAFF) for the term October 1, 2025 through September 30, 2026.

ATTACHMENTS:

- IAFF Redlined Proposed Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Vincent Bortolan

Samuel Lee

AGREEMENT

BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4906

AND

CITY OF BELLEVUE, NEBRASKA

~~June 5, 2022 - September 30, 2025~~
October 1, 2025 - September 30, 2026

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PREAMBLE

This Agreement is entered into by and between the City of Bellevue, Nebraska hereinafter referred to as the "City", and the International Association of Firefighters Local No. 4906, affiliated with the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "IAFF Local No. 4906" or "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours and conditions of employment.

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. **Appointments**: shall mean all means of selecting, appointing, or employing any person to hold any position or employment subject to civil service.
- B. **Appointing Authority**: shall mean the City Administrator.
- C. **Chief**: shall mean the duly appointed Fire Chief or Acting Fire Chief of the Department.
- D. **City**: shall mean the City of Bellevue, Nebraska.
- E. **City Administrator**: shall mean the duly appointed City Administrator or Acting City Administrator of the City.
- F. **City Business Day**: Normal City operating hours; Monday-Friday, 8:00am-4:30pm, excluding holidays and weekends.
- G. **Civil Service Commission**: shall mean a civil service commission created pursuant to the Nebraska Civil Service Act and the Code of the City.
- H. **Department**: shall mean the Fire Department of the City.
- I. **Department Head**: shall mean the duly appointed Fire Chief or Acting Fire Chief of the Department.
- J. **Employee**: shall mean all sworn full-time employees of this Union below the rank of Assistant Chief, i.e. sworn Full-time Firefighters, Drivers, Medic Drivers, Paramedics, ~~Paramedic Shift Supervisors, Captains and Battalion Chiefs.~~
- K. **EMT-P**: shall mean a certified paramedic licensed under the state of Nebraska and authorized to practice under the City's Medical Director.
- L. **Full-time Firefighter**: shall mean duly appointed (under the Civil Service Act) firefighters who are paid regularly by the city and for whom firefighting is a full-time career, but shall not include clerical, custodial, maintenance personnel, or part-time Firefighters.
- M. **Introductory Period**: shall mean the six (6) month period of probationary service following any appointment, employment, promotion or involuntary demotion.

Commented [AD1]: T/A 05/09/25

- N. **Lateral Transfer:** shall mean moving an employee from one position to another of the same class or another class having the same salary range, similar duties and requiring essentially the same basic qualifications.
- O. **Layoff:** shall mean the separation of an employee from duty because of a reduction in force, position elimination, department re-organization, lack of work, or lack of funds.
- P. **Mayor:** shall mean the duly-elected Mayor or Acting Mayor of the City.
- P-Q. **Total Job Seniority -** refers to the length of an individual's continuous full-time service within the Bellevue Fire Department, regardless of their specific job classification. It represents the total time an employee has worked full time for the department, including all positions held, from their initial hire date to the present. If 2 or more individuals share the same hire date, their original civil service rank from when they were hired will then determine who has more seniority.
- Q-R. **Union:** shall mean the International Association of Firefighters Local No. 4906
- R-S. **Vacancy:** shall mean an opening in a previously duly authorized position with no incumbent for which funds have been budgeted and which the Department Head and City Administrator considers essential to fulfill City needs and standards.
- S-T. **Local 4906 Union Officer:** shall mean the President, Vice President, Secretary and Treasurer of the Bellevue Professional Firefighters Local 4906.
- T-U. **Emergency Circumstance:** shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

ARTICLE 2

UNION RECOGNITION

The City recognizes the International Association of Firefighters Local No. 4906 as the sole and exclusive bargaining representative of all sworn full-time Fire Department employees, and excluding all other employees of the Fire Department and City employees who are currently holding full-time or part-time City positions outside of the Fire Department.

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. ~~The ability to utilize part time and temporary employees as needed.~~
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. 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.
12. To establish or modify job duties and classifications.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. 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.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. 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.

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18. 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.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
20. To determine the size and character of inventories and their disposal.
21. To determine and enforce employee's quality and quantity standards.
22. To engage consultants for any function or operation of the City.
23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
26. To determine which services are to be rendered, supplied, or discontinued.
27. 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.
28. 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.
29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.
30. 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. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 4

DUES CHECK OFF

- SECTION 1. The City shall deduct regular monthly Union 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 the Appendix I. Such authorization may be revoked by the employee at any time by giving written notice thereof to the Personnel Division of the Administrative Services 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 shall be made each pay period of each calendar month and will within ten (10) days be remitted by the City to the Union bank account. The City will provide the Union Treasurer the amount of each deposit upon request.
- SECTION 4. At the time of execution of the Agreement, the Union shall advise the City in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the City to deduct additional monthly Union dues, such requests shall be effective only upon written assurances by the Union to the City that amounts are regular monthly Union dues, duly approved in accordance with the Union's constitution and bylaws.
- SECTION 5. The City agrees to provide this service without charge to the Union.
- SECTION 6. The City shall not be liable for any mistakes. The City and the Union shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 5

NOTIFICATION

- SECTION 1. Employees must furnish the City with their address and telephone number immediately upon employment. Thereafter, the employee must notify the City within five working days, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the City of any obligation to provide notice to the employee under any recall or related provisions of this Agreement.
- SECTION 2. If the City is required to give notice to employees under any provision of this Agreement, the notice will be given by any verifiable means including, but not limited to, certified, return receipt requested mail to the employee's last known address, or telephone call to the last known telephone number. If the employee fails to respond to the notice or message within three (3) days, the City's obligation to the employee under this Agreement ceases.

ARTICLE 6

BULLETIN BOARDS AND E-MAIL POLICY

- SECTION 1. The City shall permit the Union to use one bulletin board, designated by the Fire Chief, at each station for posting notices of Union meetings and elections, results of such meetings and elections, if the Union so chooses, and reports of Union committees and other Union activities, such as MDA, charitable or social activities engaged in by the Union.
- SECTION 2. Posted notices shall not contain anything political or anything reflecting adversely upon City or any of its employees. Any Union-authorized violation of this Article shall entitle the City to cancel immediately the provisions of this Article and prohibit the Union further use of the bulletin boards.
- SECTION 3. The Union President and/or his designated officer of the Union may use the City's e-mail system to contact Union members regarding Union business and/or work-related matters relative to Union meetings, elections and committee activity. Any use of the City's e-mail system by the Union President or his officer for this purpose shall not allow dissemination of political information or anything reflecting adversely upon Fire Department or the City, and the Union President or his designated officer shall not use the system to disparage or harass other City employees.

ARTICLE 7

PAST PRACTICE

This Agreement supersedes any previous oral and written agreements between the City and its employees. The City will not be bound by any past understandings, practices and/or customs between the City and its employees on matters not specifically governed by the terms of this Agreement.

ARTICLE 8

SEPARABILITY SAVINGS AND COMPLETE AGREEMENT

- SECTION 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated if it remains lawful to do so.
- SECTION 2. The City and the Union agree that the relations between them will be governed by this Agreement. Modifications to this Agreement will not control unless reduced to writing and executed by the City and the Union.
- SECTION 3. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement.
- SECTION 4. In the event that this labor agreement between the City and Union is terminated for any reason, the benefits, wages and working conditions as outlined in this labor agreement will stay in effect until another contract between the City and Union can be negotiated by means of collective bargaining.

ARTICLE 9

UNION ACTIVITIES

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- SECTION 1. The City agrees to place Union Officers, not exceeding ~~three (3)~~ four (4) in number, on special duty while collective bargaining meetings are being conducted. The Union Officers 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 so long as a rig is not out of service. The Union Officers shall be identified prior to starting negotiations and shall not change.
- SECTION 2. It is agreed that the solicitation of members and distribution of Union literature of a non-controversial nature will be allowed during one presentation to be made by Union representatives before each new firefighter recruit class. Such presentation shall not exceed one (1) hour. The Union agrees that there shall be no further solicitation of membership or collection of Union dues, fees, or assessments on City time or on City property, without prior written approval from the Chief.
- SECTION 3. Union Officers and/or officials may utilize up to a total bank of two-hundred and ~~ten-eighty (210280)~~ ten-eighty (210280) hours (which shall not be subject to conversion) for conducting Union business per year . The ~~210280~~ 210280 hours expires every October 1 of each year of this agreement and no carryover or rollover of hours will be allowed. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above.
- SECTION 4. Once the paid leave as described in Section 3 is exhausted, Union Officers and/or officials, not exceeding two (2) in number, may be granted leave from duty without pay for the purpose of attending Union business meetings, conventions, education conferences or conducting other Union business. Such leave shall be subject to approval by the Chief of a written request by the Union no less than one week in advance of the requested leave date. Union Officers and/or Officials in excess of two (2) seeking leave from duty without pay for the purposes listed in this section may be granted leave with prior approval by the Chief.
- SECTION 5. The Union will be allowed to conduct monthly executive board meetings on City property and while certain employees are on-duty, but no employees will be allowed to leave their service area for the purposes of attending Union meetings, other than the Union officials described above.
- SECTION 6. The Union shall notify the City Administrator in writing of the names of Union Officers and/or officials within seven (7) calendar days after each Union election, resignation, removal or appointment of Union Officers and/or officials.

ARTICLE 10

NON-DISCRIMINATION

- SECTION 1. The parties hereby agree not to discriminate against employees because of race, sex, color, creed, religious belief or disability.
- SECTION 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke, or cancel Union membership.
- SECTION 3. Whenever male gender is used in this Agreement, it should include the female gender when applicable.

ARTICLE 11

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 12

DISCIPLINE AND DISCHARGE

SECTION 1. No firefighter in the bargaining unit shall be removed, suspended, demoted or discharged except for cause. Cause shall include but not be limited to:

- A. Unexcused failure to work the scheduled shift;
- B. Dishonesty, including theft of time and fraud;
- C. Conduct that damages the reputation of the City or the Fire Department;
- D. Use of illegal narcotics as defined by the Nebraska Criminal Statutes;
- E. Committing a criminal act involving moral turpitude, or disgraceful conduct;
- F. Using, possessing, or being under the influence of alcohol or non-prescription controlled substance while on duty;
- G. Abusive treatment of any member of the public, or City officers and employees, including threats to harm property or persons;
- H. Insubordination;
- I. Incompetence;
- J. Failing to exercise the standard of care that a reasonably prudent person would exercise in a similar situation;
- K. Violating any lawful or reasonable rule, regulation, or order made or given by a superior officer;
- L. Inducing, attempting to induce, or participating in any attempt to induce any officer or employee of the City to commit an illegal act or to act in violation of any lawful and reasonable regulation or order;
- M. Being absent from duty without leave contrary to the provisions in this Agreement, or failing to report after a leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority; or
- N. Any cause identified in the City of Bellevue Employee Policy Manual or City ordinance.

Violating any provisions of this Section shall be punishable by reprimand, suspension, demotion, and/or discharge. Counseling on these provisions shall not be considered discipline.

SECTION 2. It is understood between the parties that the City may discipline an employee ~~without after~~ actually questioning the employee. ~~If the disciplinary action against the employee is greater than a written reprimand, that employee will be questioned by the proper authorities prior to the discipline being given so that such employee can give his or her side of the story.~~ However, anytime an employee is questioned regarding a matter which may, in the reasonable belief of the City, result in the employee being disciplined, the employee shall be entitled to the following rights:

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FIREFIGHTER'S BILL OF RIGHTS:

1. Prior to any questioning, as detailed above, an accused employee shall be informed of the nature of the investigation in writing. Should such questioning be based upon a citizen's complaint, an accused employee shall receive a copy of the written formal complaint prior to such questioning.
2. The employee shall have the right to have the interrogation conducted at a reasonable hour, preferably at a time when the employee is on duty.
3. The employee shall have the right to be compensated for actual time spent in interrogation and shall be informed of the identity of any persons conducting the interrogation.
4. An employee who is subject of the investigation shall have the right to the presence of Union representative and/or Union attorney during the interrogation, the employee will be given a reasonable amount of time to obtain such representation, and such representative shall have a reasonable right to be heard. The employee's representative will be advised that the interview is an administrative process, and that the employee being interviewed is compelled to honestly answer questions from the investigator. If the representative feels the question is objectionable and needs further discussion, a brief objection may be made on the record. The investigator will consider the objection and determine whether to modify the question or proceed. The representative has the right to privately counsel the employee before or after the interview, but all other discussions during the interview shall be on the record. During the interview, there shall be no disruptive conduct. At the conclusion of the interview, the representative will be able to ask the employee being interviewed any questions, or make a statement for the record.
5. The employee shall have the right during the interrogation to be allowed to attend to his/her own physical necessities without compromising the integrity of the investigation.
6. Nothing in this section shall prohibit the City from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the City from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
7. The employee shall not have the right to record in any manner the interrogation. If the City records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at the City's expense if disciplinary action is taken against the employee and the employee appeals such action or the union needs the recording to determine the merits of a grievance. The employee, or the Union, must request such transcript or duplicate recording be provided, and, in that event, the City will so provide within

ten (10) working days, defined as any weekdays that are not City-recognized holidays. If the Union makes the request, the affected employee must agree.

8. The name of the employee involved in the interrogation shall typically be kept confidential, and shall not be released to the news media by City, unless a compelling public interest justifies the disclosure in the City's discretion.

9. The employee shall have the right to review, at reasonable times and places with reasonable advanced notice, on his/her off duty time, his/her official Personnel file. The employee shall have the right to file a written response to any adverse comment in their file within a reasonable period following the employee's notice of such comment, and have the employee's response attached to such comment.

10. After disciplinary action is taken, and if the employee signs a written approval, the City will allow the Union to look at such employee's complete disciplinary file. However, the Union may not remove or copy any items from such file.

11. After an employee is disciplined, upon appeal of such disciplinary action, the employee will be entitled, upon request, to discovery of all information relied upon by the City to justify the discipline. The City shall have the right to discovery of any information from the employee and/or the Union that is being relied upon to dispute the discipline.

12. WITNESSES IN DISCIPLINARY ACTIONS. If an employee is interviewed and such employee is not the subject of the disciplinary investigation, he/she shall not have a right to a Union representative or any other rights stated above. However, if at any time during the course of this witness interview, the interrogator has reason to believe the witness may be subject to disciplinary action, the interrogator will immediately advise the employee of his/her representation rights and proceed according to the above Bill of Rights.

SECTION 3. DISCIPLINARY ACTIONS - SUSPENSIONS: An employee may be suspended without pay for cause for a period or periods not exceeding two hundred and twenty four (224) hours for an employee working Suppression and one hundred and sixty (160) hours for an employee working Bureau. A written notice for such suspension shall be transmitted to the employee with a copy transmitted to the Personnel Department. Such notice shall include the reasons for and the duration of the suspension. For purposes of this section, suspensions shall be determined on an hourly basis relative to the suppression/bureau work shift. Example: A 24 hour suspension given to a suppression employee would be equivalent to a 17.143 hour suspension for a bureau employee.

SECTION 4. 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 Personnel Department.

SECTION 5. 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 Personnel Department.

SECTION 6. 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 UNION 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 7. The City may begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action may be taken within forty-five (45) City Business days of such notification. This forty-five (45) City Business 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 forty-five (45) City Business day period, the employee under investigation will be notified in writing of the extension. The Union 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 8. Special Disciplinary Procedures for Employee Loss of Driver's License

1. One of the requirements to hold a sworn position in the Fire Department is that such employee must possess a valid, current license to operate a motor vehicle. It shall be the responsibility of each individual employee to report to his/her supervisor the loss of driver's license and/or driving privileges as soon as such loss occurs. FAILURE TO PROMPTLY REPORT LOSS OF DRIVING PRIVILEGES CAN RESULT IN THE EMPLOYEE'S DISCIPLINE AND/OR TERMINATION. This applies any time the employee's driving privileges are terminated, revoked, suspended, or limited in any way by any court or administrative office of the State of Nebraska or any other state or jurisdiction.
2. The City recognizes that occasions arise where otherwise valuable employees may temporarily lose their driving privileges. In a desire to help such employees and to protect the City's investment in highly trained personnel, the City is prepared to make certain accommodations when possible.

3. If an employee (probationary or otherwise) loses his/her privilege to operate a motor vehicle for ninety (90) days or less, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
 - a. The employee will be suspended for a period of 0-72 hours for employees working in suppression, 0-51.43 hours for employees working in the bureau. The Fire Chief shall determine the duration of such suspension.
 - b. The employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is the lowest pay stem then they shall be required to wait an additional six (6) months for a Step increase.
 - c. The employee shall have no right to appeal any of the above actions (a and b) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.

4. If an employee loses his/her privilege to operate a motor vehicle for ninety-one (91) days up to and including six (6) months, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
 - a. The employee will be suspended for 168 hours for employees working in suppression, 120 hours for employees working in the bureau, or less at discretion of the Fire Chief.
 - b. The employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is at the lowest pay step then they shall be required to wait an additional six (6) months for Step increase.
 - c. The employee shall have no right to appeal any of the above actions (a and b) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.

5. If an employee loses his/her license for a period of more than six (6) months, as above, said employee shall be subject to discipline, up to and including termination. If the penalty is termination of employment, said employee shall be allowed to appeal said termination pursuant to this Agreement or any other avenues of appeal.

6. The above provisions are geared to the actual number of days that the employee is without driving privileges. However, no employee will be terminated from his/her employment if the loss of driving privilege, no

matter how many days, is as a result of such employee's conviction of driving under the influence, first offense. Each individual incident for each employee shall be considered separately. Example: An employee who loses his driving privileges for sixty (60) days and suffers the penalty for such loss as above, and then subsequently loses his driving privileges for a six (6) month period shall be considered to fall under number 4, above, not number 5.

SECTION 9. TARDINESS:

1. The employee who is tardy shall, in writing, report all pertinent information regarding the tardiness to the On-Duty battalion chief.
2. All tardiness as determined by follow-up investigation shall be reported as unauthorized leave and reported to the on duty battalion chief. It shall be the responsibility of the battalion chief to notify the assistant chief of all tardiness. The immediate supervisor shall immediately report all employees reporting tardy for duty to his/her Battalion Chief/Supervisor **with no** exception.
Failure to do so by a supervisor shall result in disciplinary action being taken against the supervisor.
3. For the purpose of determining the degree of discipline to be imposed for tardiness, each incident of tardiness for an employee shall be accumulated for a period of two years. Each tardiness shall be handled according to the following procedure:
 - a. **First Offense:** Counseling
 - b. **Second Offense:** Written Reprimand.
 - c. **Third and Fourth Offense:** Twenty-four (24) hour suspension with loss of pay for Suppression, seventeen and one hundred forty-three thousandths (17.143) hours loss of pay for Bureau.
 - d. **Fifth Offense:** A minimum of seventy-two (72) hour suspension with loss of pay for Suppression, fifty one and forty three hundredths (51.43) hours loss of pay for Bureau; or additional suspension time or up to Termination by discretion of the Chief.

SECTION 10. 2nd WRITTEN REPRIMAND IN 12 MONTHS

Should an employee receive a 2nd written reprimand in a 12-month period that could result in loss of pay, the written reprimands in question can be appealed to the City Administrator.

ARTICLE 13

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 and it is further agreed that any such grievances shall be settled in the manner described in this Article. In the event a satisfactory settlement is not reached informally, the following procedures shall be used:

- Step 1. An Employee or the Union having a grievance shall present it, in writing, to the Fire Chief within ten (10) City Business days of the incident giving rise to the grievance or within ten (10) City Business days of the date the Employee has notice or should have had notice of the incident with the exercise of reasonable diligence. The written grievance must set forth the sections and articles of this Agreement upon which the grievance is based and the remedy sought. The Fire Chief or his designee will answer promptly, in writing, within ten (10) additional City Business days. If the Chief or designated representative does not respond within ten (10) City Business days, the Grievance shall be considered denied.
- Step 2. If settlement is not reached under Step 1, the Employee or the Union may appeal it to the City Administrator or designated representative in writing within ten (10) City Business days after the response, or lack of response after ten (10) City Business days, in Step 1. The employee may be represented by an Officer of the Union. The City Administrator, or his or her designated representative, shall have ten (10) City Business days to respond in writing to the employee from the date on which the appeal was received by the City Administrator or his or her designated representative. If the City Administrator or designated representative does not respond within ten (10) City Business days, the Grievance shall be considered denied.
- Step 3. If settlement is not reached under Step 2, the employee may request arbitration by written notice to the other party within ten (10) City Business days after Grievant's receipt of the response made by the City Administrator or designated representative, or lack of response after ten (10) City Business days, under Step 2. If the employee selects arbitration, within ten (10) City Business days after arbitration has been requested by the employee, 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 UNION representation, as is the employee's right, the UNION 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 UNION, 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. If the timeliness of the grievance is in dispute, the arbitrator shall resolve the timeliness issue before addressing the merits of the grievance, and the party asserting the same will bring that issue to the arbitrator's attention prior to the hearing date on the grievance.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

- SECTION 3. All time periods/limitations set forth in this Section 1, Steps 1, 2, and 3, are of the essence and are to be strictly enforced against the party not complying therewith. Any time limitation provided herein may be waived or extended by mutual agreement of the parties.
- SECTION 4. All written grievances must include the following information with specificity: Exact nature of the grievance, the acts that were or were not done, dates, the identity of the parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended.
- SECTION 5. Failure to present a grievance within the time specified above, shall result in the grievance being withdrawn. Failure by the City to timely reply to a grievance shall result in the grievance advancing to the next step. The processing time for grievances may be extended by mutual agreement in writing between the Union President or the individual presenting the grievance and the City.
- SECTION 6. If a grievance is not resolved after Step 2, the Union may refer the matter to mutual and binding arbitration within ten (10) City Business days following the City's step two written response, or the City's deadline to issue a step two written response. Notice of the Union's intent to arbitrate shall be delivered to the City Administrator, and such notice may be delivered by electronic mail.
- SECTION 7. It is understood and agreed that a written grievance taken to arbitration under this Agreement, in order to be valid under this Agreement, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties to this Agreement that a

written grievance taken to arbitration shall not be valid if such written grievance challenges action taken by the City in the exercise of inherent management rights, except where such written grievance is based upon a clear, express limitation thereon.

SECTION 8. Unless the parties agree otherwise in writing, no settlement of any grievance will operate as a precedent or a prior practice for any subsequent situations.

ARTICLE 14

PROHIBITION OF STRIKES

The Union shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any City function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the Union may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of contract where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union.

Upon notification confirmed in writing by City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work at once, and provide City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

The City agrees that it shall not lock out any employees because of a labor dispute.

ARTICLE 15

INTRODUCTORY PERIOD

- SECTION 1. Every newly appointed, hired, promoted or involuntarily demoted employee will be required to serve an introductory period of six (6) months from the date of appointment, employment, promotion or involuntary demotion.
- SECTION 2. Introductory employees (excluding promoted employees) may be terminated at any time during the introductory period and at the end of that period. A promoted employee will serve an introductory period and may be demoted back to the position he or she held prior to being promoted at any time during the introductory period and at the end of that period. The decision to exercise the option to terminate an introductory employee or demote, in the case of a promoted employee, shall rest solely with the City. The Chief may terminate the employment of an introductory employee or demote a promoted employee if, during the performance test thus afforded and upon observation or consideration of the performance of duty, the Chief deems such employee unfit or unsatisfactory for service in the Department or in a position for promoted employees, and such is approved by the City Administrator. The Chief shall report the removal and reasons therefore in writing to the employee concerned. Any employee removed from a position or demoted from a position during the six (6) months introductory period shall not be entitled to appeal or grieve such removal or have the same reviewed by arbitration or a court of law, except as allowed by law. It is understood that nothing in this Article shall limit the right of the City to terminate a promoted employee for cause as provided for under the Civil Service Act.

ARTICLE 16

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 17

SENIORITY

SECTION 1. The principle of total job seniority rights shall be observed within the Department in laying off, rehiring, and bidding vacation.

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SECTION 2. Seniority shall be established within job classification based on continuous length of full-time service within that classification in the Department, notwithstanding the interruptions provided for in the paragraph below.

Seniority of the employees shall be established as of the date of full-time hire in the Department and shall be considered as continuous, notwithstanding suspensions for disciplinary purposes, absence on federally recognized authorized leave without pay (i.e., FMLA, Military Leave) , or layoff for thirty (30) days or less duration.

SECTION 3. For purposes of layoffs, consideration of seniority will be as outlined in Article 18 (Reduction in Force Policy) and shall be on the basis of total job seniority. All other applications of the seniority provisions shall be on the basis of seniority in job 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's Certified 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.

The City shall furnish the Union with updated lists at the end of each year, upon written request by the Union. Should any errors be noted on such seniority lists, the same shall be corrected between the City and the Union; provided, however, employees and the Union have only thirty (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 18

REDUCTION IN FORCE POLICY

- SECTION 1. If it becomes necessary to reduce the number of employees, for whatever reason, the City will implement the following process.
- SECTION 2. Introductory employees will be the first to be removed. Employees who are in an introductory period by reason of a transfer, promotion or demotion shall be considered for layoff purposes as though they remained in the classification they occupied prior to the transfer or promotion.
- SECTION 3. When determining the order of layoffs, the City will reduce employees who have completed the introductory period based on the following factors (not listed in intended order of consideration):
- (1) The multiple job skills recently or currently being performed by the employee;
 - (2) The knowledge, skills, and abilities of the employee to perform the essential functions of the position;
 - (3) Disciplinary History
 - (4) The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto;
 - (5) Required federal, state or local certifications or licenses; and
 - (6) Seniority.
- SECTION 4. Employees will be eligible for rehire for a period of two (2) years from the date of separation. If an employee refuses to accept the rehire position, the employee forfeits future rehire rights. Recalls from layoff shall be in inverse order of layoff. Employees have three (3) City Business days to return to work after being recalled by any verifiable means.

ARTICLE 19

HOURS OF WORK

- SECTION 1. The normal work period shall consist of a twenty-eight (28) day work cycle commencing at times established by the Chief. Employees assigned to a bureau shift shall be assigned a forty (40) hour work week. Employees assigned to a suppression shift shall be assigned an average up to fifty-six (56) hours per week during the twenty-eight (28) day work cycle. The Union acknowledges that assignment of work hours is a management right as provided in Article 3 (Management Rights).
- SECTION 2. **Conversion of Hours (Suppression vs. Bureau).** Unless otherwise specified, bureau hours/pay (40 hour work week) when converted to suppression hours/pay (56 hour work week) shall be multiplied by a factor of 1.4 to determine hours/pay for suppression employees. Likewise, suppression hours/pay (56 hour work week) when converted to bureau hours/pay (40 hour work week) shall be divided by a factor of 1.4 to determine hours/pay for bureau employees.
- SECTION 3. The union and the City agree that the current 56 hour suppression work shift shall continue, unless mutually agreed otherwise and approved by the Chief. The Union acknowledges that the Chief has the discretion to change the changeover time but not the sequence of scheduled days currently in place. The Union acknowledges the language in this article is limited to identifying what a suppression work schedule shall consist of and in no way limits the Chief's ability to transfer an employee from shift to shift or to a 40 hour bureau position.

ARTICLE 20

OVERTIME AND CALL-BACK

- SECTION 1. The parties recognize and agree they will be required to comply with the Fair Labor Standards Act ("F.L.S.A."). Employees assigned to a suppression shift will be eligible for overtime compensation for the total actual hours worked beyond two hundred twelve (212) hours for their regularly assigned duty shifts (i.e. 121.33 shifts annually) in a twenty-eight (28) day work cycle. Employees assigned to a bureau shift, will be eligible for overtime compensation for the total actual hours worked beyond forty (40) hours in any one (1) work week.
- SECTION 2. Employees working in excess of the applicable number of hours and/or number of regularly assigned duty shifts as detailed above shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay for the actual number of hours worked in excess thereof.
- SECTION 3. If an employee is called back to duty during his/her off-duty time by an order of the Chief or his/her designee or required to respond to an "all call" emergency during his/her off-duty time, such employee shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay at the rate of two (2) hours or the actual number of hours worked, whichever is greater.
- SECTION 4. In no case will overtime or call-back time be allowed without approval of the Fire Chief or his/her designee. In no case will overtime or call-back pay be pyramided, compounded or paid twice for the same hours.
- SECTION 5. For clarification, the "actual number of hours worked" referred to above shall not include hours taken for leave purposes (i.e. holiday time, vacation time, sick leave, funeral leave, military leave, etc.).
- SECTION 6. If the employee(s) is/are given the option of receiving overtime compensation as compensatory time, compensatory time earned shall not exceed 120 total accrued hours per fiscal year for bureau employees and 168 total accrued hours per fiscal year for suppression employees. Such employees may only use compensatory time upon receiving advance written approval from the Chief or Assistant Fire Chief. Accumulated compensatory time shall be used within each fiscal year wherein it was earned and cannot be carried forward to the next fiscal year. Any accumulated compensatory time not used within the fiscal year (by September 30th) shall be paid to the Employee in cash at the converted bureau and/or suppression rate of pay on the second payroll of October .
- SECTION 7. In order to provide FLSA overtime compensation for employees assigned to a Bureau shift who are not regularly scheduled to work overtime as employees assigned to a 56 hour suppression shift, such employees shall receive a monthly stipend for 12 hours of pay at half (1/2) of their regular Bureau rate of pay on the first payroll of each month.

ARTICLE 21

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1. An employee required to attend as a witness or in any other capacity directly related to his/her official duties in any case pending in any juvenile, county or district court or before a grand jury proceedings or in conferences with a prosecuting attorney or their respective assistants or at any pretrial conference or any other related hearing or proceedings by any City, County, State or Federal Government or Subdivision or Agency during off-duty periods shall be paid a minimum of two (2) hours at the ~~regular~~ overtime rate.
- SECTION 2. Employees required to attend training seminars, workshops, conferences or schooling outside of their normal duty shift shall be paid at their regular rate of pay while in attendance at such functions. Employees may voluntarily attend such functions but shall not be paid for their time. Use of a City vehicle to attend training seminars, workshops, conferences or schooling required or allowed by the Fire Department may be granted on a case-by-case basis, and if none available, current City rate shall be paid for mileage.
- SECTION 3. An Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) City business days after Employee receives same.
- SECTION 4. Jury Duty. When selected for jury duty, employees must immediately notify their immediate supervisor and provide him/her with a copy of the jury notification. The City will pay employees their regular wages while serving jury duty, and employees must give the City any compensation or fees (other than mileage) earned or received for jury service.
- SECTION 5. All required documentation identified in this article must be delivered to both the Assistant Fire Chief and the Administrative Assistant via the City of Bellevue email system, from within one (1) week of receiving such unless otherwise noted. Failure to provide documentation as required may result in disciplinary action.

ARTICLE 22

WAGES

SECTION 1. Position grade levels shall be as follows:

Full-time Firefighter
Fire Apparatus Engineer
Captain
Paramedic Shift Supervisor
Battalion Chief

SECTION 2. Effective the first full payroll period following ratification of this Agreement by approval of the City Council, the City will implement the hourly wage scale in Appendix B. Firefighters shall move to the step that is the equivalent to ~~the step that would correspond to their amount of service as a full-time employee. Captains and Battalion Chiefs will move to the step that is equivalent to their current step~~ their current step. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage rate range for their position increases to a higher rate than their current wage rate.

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SECTION 3. For the purpose of this Agreement, the City and the Union agree that when an employee is promoted to a higher rank, the employee shall be placed in a pay step that gives such employee a pay increase to the closest approximation of five percent (5%). New hires and promoted employees shall serve an introductory period of six (6) months pursuant to Article 15. Upon successful completion of the introductory period, said employees will be eligible for a step increase.

SECTION 4. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12 month period may not be eligible for a step increase. The Fire Chief will have sole discretion if the employee's step increase is taken away. If the Fire Chief decides to prevent the employee from receiving a step increase, then that must be noted in the disciplinary action when it is given to the employee.

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SECTION 5. All licensed paramedics, holding a Nebraska EMT-P certification and authorization to practice under the City's Medical Director, will receive an additional one dollar and fifty cents (\$1.50) per hour for all hours worked (not subject to bureau/suppression conversion) added to the employee's regular rate of pay.

SECTION 6. An additional hourly rate of \$4.00 per hour will be paid to each employee for time actually worked as a "Med Officer" serving on a Medical Unit. This "in the seat" pay will only be paid to bargaining unit members for hours they are working as a Medical Officer on a Medical Unit. This additional rate will be paid in

addition to wages provided for in Article 22 of this agreement so that \$4.00 will be paid separately from, and not added to, the employee's regular rate of pay as established by the pay scales in the CBA and will not be subject to conversion, overtime or FLSA calculations.

SECTION 7. An additional hourly rate of \$3.00 per hour will be paid to each employee for time actually worked as a Paramedic Shift Supervisor or Acting Paramedic Shift Supervisor. This additional rate will be paid in addition to wages provided for in Article 22 of this agreement so that \$3.00 will be paid separately from, and not added to, the employee's regular rate of pay as established by the pay scales in the CBA and will not be subject to conversion, overtime or FLSA calculations.

ARTICLE 23

WORKING OUT OF CLASS

SECTION 1. When the employee of the bargaining unit performs the duties of a position in a classification or specialty position (e.g. Driver Medic, Medic Officer, FAE, Captain, Paramedic Shift Supervisor or Battalion Chief~~Lead Medic~~) higher than the classification currently held by the employee, the employee shall receive working out of class additional temporary pay for such hours. All paramedics below the rank of Captain who are acting as a Medic Captain on an ambulance shall be paid "Lead Medic" pay, which is equivalent to an acting Captain. The rate of pay for employees working in a higher classification shall be determined as follows; an employee shall be paid an additional hourly rate (not subject to conversion) for the hours working out of class that is equivalent to the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay.

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SECTION 2. If any state or federal legislation, court decision or government regulation invalidates any section of this Article, or any article or section of this Agreement in its entirety or any provision of any article which said decision(s) alter the meaning of the negotiated intent, all other sections not invalidated nor altering the intent of the negotiated agreement, will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated or affected the negotiated contractual intent, in accordance with the legislation or ruling, if it remains lawful to do so.

SECTION 3. Working Out of Class positions shall be filled first with those employees who are on an active civil service promotional list. If the working out of class position cannot be filled with an employee on a civil service list, then the position will be filled within the station the position is to be filled. However, if employee(s) want to move and fill working out of class positions, then those working out of class positions shall be awarded on a seniority ranking (within classification) basis. It is the responsibility of the employee to let their Battalion Chief know that they want to move from station to station and fill working out of class positions. If the employee does not immediately notify their Battalion Chief that they want to work out of class, then that employee shall have no basis for a grievance.

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If a position can't be filled by any of the above means, then the Battalion Chief shall fill the working out of class position at their discretion.

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ARTICLE 24

LONGEVITY

SECTION 1. In addition to the regular wages, employees shall begin to earn longevity compensation upon completion of the 7th, 10th, 13th, 16th, and 20th year of employment with the City of Bellevue.

SECTION 2. For all 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	\$ 35.00 per month
Beginning the 11 th year of service	\$ 75.00 per month
Beginning the 14 th year of service	\$110.00 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 25

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. Floating Holiday (time off only, not included in any stipend)

SECTION 2. The Parties agree that payment for the above holidays shall be paid to employees, only during such months the employee works, as follows:

For employees assigned to a forty (40) hour work week (i.e. Bureau shift), such employee shall be paid for the holidays set forth in Section 1 at their regular rate of pay. Employees shall not receive double payment for any holiday through the Holiday Pay stipend received by employees assigned to a Suppression shift and the Holiday Pay received by employees assigned to the Bureau shift. For purposes of pay equity amongst bureau and suppression personnel, bureau employees shall be paid 56 hours per year of additional pay at their bureau rate of pay to account for the holiday stipend. Such payment shall be aggregated and paid on the first payroll of each month (i.e. 12 pay periods).

For employees assigned to a fifty-six (56) hour work week (i.e. Suppression shift), such employee shall be paid 112 hours per year of holiday pay at regular rate, based upon a converted 8 hour work day (i.e. 11.2 hours). Such payment shall be aggregated and paid on the first payroll of each month (i.e. 12 pay periods).

The floating holiday shall be utilized as a ~~personal~~ leave day. The floating holiday must be pre-approved by the Fire Chief, or his designee, in accordance with the vacation leave policy promulgated by the Fire Chief.

SECTION 3 Employees will be granted one (1) personal leave day (PLD) per calendar year. This PLD shall be used in accordance with the same guidelines and procedures that apply to vacation usage. If an employee does not bid for their PLD during the vacation bidding process, they are not guaranteed to receive them later in the year. If the days the employee later requests are already filled by others who submitted requests earlier, and they run out of available days before the end of the

year, the employee will forfeit any unused PLD. There will be no carry over of unused PLD to the next calendar year and no payout of unused PLD.

ARTICLE 26

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 City of Bellevue for use by the employee as it is earned for each employee as follows:

<u>Years of Employment</u>	<u>Monthly Hours of Vacation (converted)</u>	
	<u>Bureau Shift:</u>	<u>Suppression Shift:</u>
Beginning of 1 year Full-time City employment	7.1429 hours	10.00 hours
Beginning of 5 years Full-time City employment	10.7143 hours	15.00 hours
Beginning of 10 years Full-time City employment	13.2143 hours	18.50 hours
Beginning of 15 years Full-time City employment	16.0714 hours	22.50 hours
Beginning of 20 years Full-time City employment	18.0929 hours	25.33 hours
Beginning of 25 years Full-time City employment	21.00 hours	29.40 hours

SECTION 3. Settlement of Accrued Vacation: Upon separation of service with the City, the employee or the employee's beneficiary or estate shall be paid all accumulated vacation computed on the basis of the employee's regular pay as of the employee's last day of employment.

SECTION 4. On the employee's date of full-time hire anniversary, all sworn members whose vacation leave balance equals or exceeds 257 hours for employees assigned to a bureau shift or 360 hours for employees assigned to a suppression shift will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 257 hours or 360 hours, respectively.

SECTION 5. Vacation shall be granted in accordance with the staffing needs as determined by the Fire Chief, or his designee.

SECTION 6. 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.

SECTION 7 For the purpose of bidding vacation, three sworn employees below the rank of Battalion Chief may be allowed to be off on vacation on the same day. Only one (1) battalion chief or acting battalion chief may be allowed to be off on vacation on the same day.

SECTION 8 The Parties agree that at least three (3) slots for employees will available for employees to bid on per day below the rank of Paramedic Shift Supervisor and one (1) slot will be available each day for Battalion Chiefs or Paramedic Shift Supervisors. When vacation bidding is completed in November of the current calendar year, the City will honor all seniority based bids for vacation and one (1) floating holiday that are submitted through that process. Awarded vacation and floating holiday shall be considered permanent, unless the employee request the awarded day to be dropped at a later date.

SECTION 9 Once vacation bidding is complete, during the course of calendar the calendar year, the City will allow up to three (3) employees below the rank of Battalion Chief or Paramedic Shift Supervisor; and one (1) Battalion Chief (or Acting B.C.) off per day on vacation but if any employee is off on a particular day due to another leave of absence such as Funeral Leave, Light Duty, FLMA Leave, Pandemic/Covid, Military Leave, Injury Leave, or Sick Leave, that absence will reduce the available daily vacation slots in a corresponding manner. Union Leave is exempt for this provision. For example, if on a given 24 hour shift, one employee assigned to suppression is off due to being on injury leave, and no other employees are off on vacation that day or other types of leave, up to two (2) employees on that shift may be allowed off on vacation leave. It is understood that these daily slots are available on a first come, first awarded basis as a opposed to the seniority based system that sets vacation days through the bid process. Regardless of combinations, a maximum amount of 4 people would be allowed off.

SECTION 10 If management transfers an employee, that employee shall be given the days of vacation and/or floating holiday they requested as close to the days as originally requested. In addition, the employee may request additional days off as needed at the discretion of the fire chief or his designee.

SECTION 11 All provisions of this article are subject to review of staffing needs and approval may be denied due to staffing shortages based on other types of leave used.

SECTION 12 After the vacation bidding process is completed, the allowable number of employees off per day as described above will not change; however, both a Battalion Chief and a Paramedic Shift Supervisor may be off on the same day. If both are off on the same day, then the number of employees below that rank allowed off on vacation that day will be reduced from three (3) to two (2). For example, if on a particular day after the vacation bid is complete, both a Battalion Chief and a Paramedic Shift Supervisor have requested and been approved to be off on vacation, then on that same day, only two (2) employees

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below the rank of Paramedic Shift Supervisor may be approved to be off on vacation leave instead of the usual three (3).

SECTION 13 Should an employee be projected to be off, or has currently been off, on light duty more than 30 days, that position may not be counted towards the minimums so long as call back would not be utilized if an absence is granted and a rig would not be taken out of service.

ARTICLE 27

SICK LEAVE

SECTION 1. "SICK LEAVE WITH PAY":

A. Employees assigned to a Suppression Shift.

Employees assigned to a Suppression Shift shall earn sick leave at the rate of 16.8 hours sick leave with pay for each full calendar month of continuous employment.

B. Employees assigned to a Bureau Shift.

Employees assigned to a Bureau Shift shall earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment.

SECTION 2. 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 or the employee's immediate family when the employee's attendance is required. 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 be used in minimum increments of one (1) hour.

SECTION 3. 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 five (5) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 4. The City Administrator or the Department may investigate any sick leave taken by an employee. False or fraudulent sick leave taken may be cause for disciplinary action and may result in dismissal.

SECTION 5.

A – Employees Hired Before October 1, 2012 who resign or retire from the City in good standing and who have at least ten (10) 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 hours of sick leave not to exceed the maximum cash payout in the amount of seven hundred sixty (760) hours, after conversion to the Bureau amount of hours, at the employee's Bureau base rate of 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 who resign or retire from the City in good standing and who have at least ten (10) 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 hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) hours, after conversion to the Bureau amount of hours, at the employee's Bureau base rate of 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.

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.

D- Upon separation, and in lieu of payout of sick leave as provided in A, B and C of this Article, an employee may choose to use all or part of their eligible payout hours to pay for retiree medical and dental premiums that they may be eligible for under Article 31.

SECTION 6. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12 month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the IAFF President or Vice President prior to asking the employees for assistance. The request will only be submitted after all but 3 scheduled shifts worth of 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 back to work), all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 28

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 four (4) consecutive work days, one of which must include 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 two (2) consecutive work days, one of which must include 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 comp time.
- SECTION 5. The Fire Chief or his designee may, in the exercise of discretion, grant funeral leave in addition to that provided above.

ARTICLE 29

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 compensation for military leave for their regularly scheduled shift, not to exceed those hours as set forth in Neb. Rev. Stat. §55.160(1) as amended from time to time.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

ARTICLE 30

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 Paramedic's Certificate - \$25 per month.
- B. Upon receipt of a Bachelor's Degree - \$50 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 personally paid 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. Should the employee withdraw from the course prior to completion of the course or fail to obtain a minimum of a "B" or equivalent grade, the City is not responsible for any reimbursement.

Commented [AD12]: T/A 07/18

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, so long as related to position. 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.

SECTION 4. For Bellevue Fire Department paramedic classes after May 2022: There may be instances wherein an Employee is chosen to attend the Paramedic course while currently an Employee with the City. In said instance wherein this occurs, the City will pay for said Paramedic course and associated costs in order for the Employee to become a licensed Paramedic. If the City agrees to pay for the Paramedic course and associated costs, the Employee must agree, in writing, to give permission to Fire Administration to speak with the education department that is conducting the class in order to monitor the progress of the employee. Additionally, the Employee must agree, in writing, to maintain and use their Paramedic license until separation from employment for any reason (Exception: Termination) or for a period of at least five (5) years, whichever occurs first.

The parties understand that should an Employee be promoted to the rank of Battalion Chief or higher prior to the expiration of five (5) years, the requirement to maintain the Paramedic license shall terminate effective upon the date of said promotion and there shall be no duty or responsibility to repay the funds as further outlined in this Section.

If the Employee does not meet the requirement to maintain said license for the minimum period of five (5) years, the employee shall repay the cost of the paramedic program outlined below.

The City agrees the Employee shall receive a "credit" against the amounts paid by the City of \$150.00 per calendar month he/she is employed with the City after the date of receiving the Paramedic license until one of the events outlined above occur which ceases their ability to utilize their Paramedic license with the City and triggers the repayment of the funds to the City.

For example: Should the City pay \$10,000.00 for Employee A to receive their Paramedic license and Employee A receives their Paramedic License July 15, 2021 and terminates employment with the City August 12, 2023, Employee A would be responsible for repaying the City as follows:

Month's Employed After PL Credit

July	2021	\$150
August	2021	\$150
September	2021	\$150
October	2021	\$150
November	2021	\$150
December	2021	\$150

12 months in 2022 \$1,800

January	2023	\$150
February	2023	\$150
March	2023	\$150
April	2023	\$150
May	2023	\$150
June	2023	\$150
July	2023	\$150
August	2023	\$150

Total Months = 26 Total "Credit" = \$3,900 Employee A would owe the City \$6,100.00 (\$10,000 - \$3,900)

If the employee remains employed with the City and is responsible for repayment of these funds, the funds will be withheld from the employee's regularly scheduled payroll checks, with costs spread out evenly over 104 payroll checks. Should the employee no longer be employed with the City, the employee agrees that they shall still be responsible for repayment of the funds pursuant to this agreement and shall repay the funds within two (2) years after separation from employment. The parties agree and understand there may be some instances wherein an Employee chosen to attend the Paramedic course is unable to complete the course and reserves as a management right, which cannot be grieved nor arbitrated, the ability to waive the repayment of the course(s) and costs as approved by the Fire Chief.

ARTICLE 31

INSURANCE

SECTION 1. The City shall provide Employees a group insurance coverage for medical/surgical, including major medical benefits ("Group Insurance Plan"). The City shall pay ninety-two and one half percent (92.5%) of the insurance premium for the individual Employee coverage under the Group Insurance Plan.

An employee obtaining employee and spouse, employee and child(ren) or family coverage in accordance with this plan shall pay eighteen percent (18%) of the monthly health insurance premium in effect at the time of coverage.

The insurance benefits provided under the Group Insurance Plan shall be substantially the same benefits which are in effect at the time the parties sign this Agreement. The City shall provide each Employee covered by the Group Insurance Plan with a prescription card.

SECTION 2. 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 substantially the same as presently in force for each Employee, and Employees may add their family at their own expense at the presently applicable premium rate.

SECTION 3. Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five continuous years, the City will pay the Group insurance Plan premium for any Employee who retires as follows:

SINGLE COVERAGE: After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and one half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN): After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%), of the family coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the family coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

In the event that an employee suffers a death in the line of duty as a direct result of the performance of his or her duties on behalf of the City, the spouse of said employee and/or any dependents of employee below the age of 26 years may maintain group health coverage through the City of Bellevue under the provisions of this article upon the payment of the appropriate COBRA premiums for family coverage and said spouse and/or dependents will continue to be eligible under the plan of benefits offered to active employees during the period that the spouse and/or dependents remain COBRA eligible for coverage, plus an additional 2 years. In the event that the spouse obtains coverage or is eligible for coverage through Medicare/Medicaid or through another group health coverage plan as a result of employment, eligibility for benefits under the line of duty death coverage listed herein shall be terminated. Eligibility for benefits under the line of duty death coverage shall also term upon the event of remarriage by the spouse.

SECTION 5. The City shall provide a term life insurance policy for each Employee in the amount of \$52,000. The City also provides an Accidental Death and Dismemberment (AD&D) policy and long-term disability (LTD) insurance.

SECTION 6. The City and the Union agree to form a joint Health Insurance Committee to review and recommend changes that would reduce health insurance costs, as follows:

- 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 within 10 City business days, as per the arbitration article. 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 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.

ARTICLE 32

RETIREMENT

SECTION 1. 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.

ARTICLE 33

UNIFORMS AND EQUIPMENT

- SECTION 1. The City shall provide initially upon employment all items of uniforms and equipment as deemed necessary by the Fire Chief for those employees who utilize said uniform and equipment, including a Class "A" uniform (dress uniform) and special eye glasses for SCBA mask as needed. The replacement of uniforms and equipment shall be based upon the quartermaster system. Any employee requesting a new uniform shall provide the quartermaster (Fire Chief or designate) the unserviceable item, uniform or equipment. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock. The City shall provide the following Standard Operating approved uniforms five (5) short-sleeved and two (2) long-sleeved t-shirts, five (5) pairs of pants, one (1) pair of shorts, one (1) coat, one (1) approved station duty boots/shoes, one (1) job shirt, three (3) sweatshirts, one (1) ball cap, and one (1) stocking cap.
- SECTION 2. All uniform and equipment are the property of the City and are to be turned back to the City quartermaster upon termination. However, employees may be permitted to keep all badges and helmet from previous ranks.
- SECTION 3. In addition to the above uniforms, short sleeve uniforms shall be determined to be eligible for wear by the Fire Department employees on days determined by the Fire Chief; however, a Fire Officer may have a crew wear another uniform shirt as long as the shirt is approved by the Fire Chief.

Commented [AD13]: T/A 07/18

ARTICLE 34

INJURED ON DUTY

SECTION 1. Employees are covered by the Worker's Compensation as provided by the laws of the State of Nebraska. The Employee shall be due workers' compensation disability benefits for injuries resulting in disability or death received in the performance of his or her duties as a full-time firefighter for the City of Bellevue, such that compensation benefits begin on the eighth calendar day of disability due to the injury. Compensation for the first seven days of disability is not paid unless the employee's disability lasts six weeks or more. The first day of disability is included in the seven-day waiting period and a partial day of disability is considered a full calendar day for purposes of the waiting period. Total Disability Benefits (whether temporary or permanent) entitles the employee to receive supplemental pay from the City in the amount of two-thirds of his or her average weekly wage, subject to the maximum and minimum per week, for as long as the physician indicates the employee remains unable to work as a result of the injury. Such supplement pay, 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.

ARTICLE 35

SAFETY COMMITTEE

SECTION 1. The Union and the City agree to establish a safety committee with two Union representatives selected by the Union president who shall meet with the Fire Chief as requested to discuss and make recommendations for improvements of general health and safety of the employees and public in areas of fire and EMS.

ARTICLE 36

OUTSIDE EMPLOYMENT

Employees shall be entitled to engage in outside employment, including employment or service as an appointed officer for any public body, not otherwise prohibited by provisions of this agreement. Such employment will not be allowed if it creates a conflict of interest or a conflict with the employee's performance of their duties with the City. Any outside employment must be reported to the City and documented per the Employee Handbook.

MINIMUM STAFFING AND PROMOTIONAL PROCEDURE

SECTION 1. The goal of Bellevue Fire Department and the Union is to meet nationally recognized fire service safe staffing levels for all in service engine and truck companies. The Parties agree to work collaboratively toward this goal through monitoring of staffing levels and response times to track the Department's performance in relation to the standards set forth in NFPA 1710.

SECTION 2A. The City will promote eligible full-time Bellevue Firefighters to all promotable position below the rank of Assistant Chief through the Civil Service process. ~~Promotions will be guaranteed to meet the following minimum promotional numbers for a total of 7 guaranteed Captain promotions over the life of this agreement:~~

- ~~2022 Minimum of 2 Captains will be promoted~~
- ~~2023 Minimum of 2 Captains will be promoted~~
- ~~2024 Minimum of 3 Captains will be promoted~~

~~2B. The City will promote eligible full-time Bellevue Firefighters to the Fire Apparatus Engineer (Driver) to all Engine and Truck Company Positions through the Civil Service process. In total, the City will promote 12 Fire Apparatus Engineers (Drivers) by end of 2024:~~

- ~~2022 Minimum of 6 Fire Apparatus Engineers (Drivers)~~
- ~~2023 Minimum of 6 Fire Apparatus Engineers (Drivers)~~

~~2C. The City will promote three (3) eligible battalion chiefs in 2023.~~

~~2D. The City will promote three (3) Paramedic Shift Supervisors in 2022.~~

SECTION 3. If any state or federal legislation, court decision or government regulation invalidates any section of this Article, or any article or section of this Agreement in its entirety or any provision of any article which said decision(s) alter the meaning of the negotiated intent, all other sections not invalidated nor altering the intent of the negotiated agreement, will remain in full force and effect. The City and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated or affected the negotiated contractual intent, in accordance with the legislation or ruling, if it remains lawful to do so.

SECTION 4. ~~Excluding the promotions in Section 2A, 2B and 2C, t~~The union and the city agree that the city has the ability to determine when a promotional vacancy occurs both permanently and/or provisionally.

ARTICLE 38

TRADE TIME

SECTION 1 The parties agree that employees within the bargaining unit may utilize trade time agreements among themselves, with the Chief's prior approval. Such agreements shall be voluntary and shall consist of employees agreeing to trade off working assignments, with the Chief's prior approval.

ARTICLE 39

TEMPORARY MODIFIED DUTY

SECTION 1. The City and the Union agree to the City's Temporary Modified Duty Policy, set forth as follows:

It is the policy of the City that eligible employees have the opportunity to work in modified duty assignments when available and consistent with operational needs and without posing an undue hardship to the City. Sworn employees of the Fire Department will follow the Modified Duty policy as defined in their respective collective bargaining agreements as well as the standard operating procedures of their departments.

Eligible employee means any employee who:

1. suffers from a work-related or non-work-related, medically certified illness, injury, or pregnancy requiring treatment by a licensed healthcare provider; and,
2. because of that condition, is temporarily unable to perform all of the essential functions of his/her regular assignment, but is capable of performing some of those functions or an alternative assignment.

Eligible employees in full-time positions will receive preference for modified duty assignments. A modified duty assignment is a temporary assignment to a position or special project within the eligible employee's department or in another department that: (1) may involve duties outside the scope of the employee's regular duties; (2) will not affect the employee's pay classification or increases, promotional opportunities, or fringe benefits; and, (3) will not involve overtime. A modified duty assignment for pregnancy and non-work-related injuries and illnesses may not exceed an aggregate of six months, or 1040 work hours, during any 24-month period.

An employee seeking a modified duty assignment must submit to their immediate supervisor: (1) a written request to return to work; and, (2) a return-to-work certificate signed by a licensed healthcare provider who acknowledges that he/she has reviewed the employee's job description and describes the nature and probable duration of any work restrictions. The immediate supervisor shall immediately forward these documents to his/her department Director, who shall immediately forward them to the Safety and Insurance Coordinator or Return-to-Work Coordinator. The Safety and Insurance Coordinator or Return-to-Work Coordinator will determine whether the employee is eligible and will notify the employee of that determination.

Eligible employees also will receive notice of their modified duty assignment based on the employee's knowledge, skills, abilities, and restrictions as well as departmental needs; the date their assignment will begin; and, the name of the supervisor to whom they must report.

Eligible employees may decline a modified duty assignment. However, if the assignment is consistent with the recommendations of the employee's healthcare provider, the employee may not return to work and must use paid leave (or unpaid, only if paid leave is not available) until his/her healthcare provider certifies that he/she is able to perform all of the essential functions of his/her regular assignment.

Eligible employees who accept a modified duty assignment must comply with the rules and expectations of the department and/or division to which they are assigned. Supervisors of employees on modified duty assignments shall assign, and employees shall only accept, duties that are consistent with the employees' medical restrictions. While on modified duty, eligible employees must cooperate with any requests by the Safety and Insurance Coordinator or Return-to-Work Coordinator for information related to their duties, restrictions, and/or condition. Eligible employees must also submit to a re-evaluation of their condition by their healthcare provider if requested by Safety and Insurance Coordinator or Return-to-Work Coordinator. Prior to concluding a modified duty assignment, eligible employees must submit a completed return-to-work certificate to the Safety and Insurance Coordinator or Return-to-Work Coordinator.

ARTICLE 40
FITNESS COMMITTEE

SECTION 1. The Union and the City agree to establish a fitness committee with two Union representatives selected by the Union president who shall meet with the fire chief as needed to discuss and make recommendations for improvements of general health and fitness of the employees and public in areas of fire and EMS.

SECTION 2. The City shall match funds raised by the union and/or public safety foundation. The maximum limit to the City is \$20,000 during the term of this contract. Funds raised will be used to purchase fitness equipment for the weight rooms at the department's four (4) fire stations.

Example: if the Bellevue Public Safety Foundation and Union raise \$10,000 dollars to purchase fitness equipment, then the City would match the \$10,000 dollars.

ARTICLE 41

MEDIC OFFICER COMP TIME

SECTION 1. For every 40.44 actual hours worked as the "Med Officer" on a Medical Unit, each eligible bargaining unit member will earn and be credited with 1 hour of personal leave time, up to a total of 72 hours maximum of personal leave time. Such personal leave time can be used by the employee who has earned the same upon approval by the Fire Chief or his/her designee on the condition that minimum staffing will not be adversely affected so that a call back, or overtime cost, will not be incurred by the Department in order to fill a vacancy created by the absence of the employee taking personal leave. Requests for leave will be approved when the employee has earned time and staffing at the time of the request is above minimum staffing levels.

SECTION 2. The 72 hours of personal leave that is earned pursuant to this Article will be able to be carried over from one calendar year to the next but once an employee has earned and been credited with 72 hours of personal leave for hours worked as "Med Officer" on a Medical Unit, the employee will not be eligible to earn any additional hours under this provision until the employee's personal leave bank falls below 72 hours.

SECTION 3. The 72 hours of leave time that are eligible to be earned and bank by virtue of this Article will not be subject to any cash out or buy back, even in the event of separation of employment for any reason.

ARTICLE 42
DURATION OF AGREEMENT

This agreement between the International Association of Firefighters Local No. 4906 and the City of Bellevue shall be in full force and effect upon the ratification by the Union and the City Council of the City of Bellevue, Nebraska, to expire on or about and until replaced by a succeeding agreement thereafter or a final decision has been reached by the Nebraska Commission of Industrial Relations or other court with jurisdiction.

Neither party shall attempt to renegotiate any terms of this agreement unless both parties agree in writing and mutually agree to reopen negotiations prior to the effective expiration date of this agreement.

Both parties agree to submit contract proposals to the other party in order to commence bargaining a minimum of three (3) months prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this ____ day of _____, 20 ____.

International Association of Firefighters
Local No. 4906

City of Bellevue

Don Gifford, President

Rusty Hike, Mayor

Susan Kluthe, City Clerk

Appendix A

Dues Check-off Form

Name: _____
(print)

I hereby authorize the City of Bellevue to deduct \$_____ from my wages bimonthly effective _____. This deduction is for the purpose of paying dues to the International Association of Firefighters Local No. 4906. I understand the City of Bellevue will remit the amount withheld to International Association of Firefighters Local No. 4906 in accordance with Article 3 of the agreement with the City of Bellevue and the International Association of Firefighters Local No. 4906.

Signature _____

Date _____

Appendix B

WAGE SCALE

Wage Rates Effective September 21, 2025 for Check Date of October 10, 2025 Upon Ratification by City Council									
PP Begin: 9/21/2025 Check Date: 10/10/2025									
Position	Step								
	1	2	3	4	5	6	7	8	9
Suppression (2,912 hours / year)									
Fire Battalion Chief	\$35.35	\$36.58	\$37.85	\$39.17	\$40.54	\$41.95	\$43.40	\$44.91	\$46.51
Paramedic Shift Supervisor	\$32.08	\$32.85	\$33.63	\$34.43	\$35.25	\$36.08	\$36.95	\$37.83	\$38.72
Fire Captain	\$29.61	\$30.38	\$31.18	\$31.99	\$32.82	\$33.66	\$34.53	\$35.43	\$36.36
FAE/DM	\$25.44	\$26.31	\$27.21	\$28.15	\$29.11	\$30.11	\$31.13	\$32.20	\$33.31
Firefighter	\$21.83	\$22.82	\$23.86	\$24.93	\$26.06	\$27.24	\$28.47	\$29.75	\$31.08
Bureau (2,080 hours / year)									
Fire Battalion Chief	\$49.48	\$51.21	\$52.99	\$54.83	\$56.75	\$58.73	\$60.76	\$62.88	\$65.11
Paramedic Shift Supervisor	\$44.91	\$45.99	\$47.08	\$48.20	\$49.34	\$50.51	\$51.73	\$52.96	\$54.21
Fire Captain	\$41.45	\$42.53	\$43.65	\$44.79	\$45.94	\$47.13	\$48.35	\$49.61	\$50.90
FAE/DM	\$35.62	\$36.84	\$38.10	\$39.41	\$40.75	\$42.15	\$43.59	\$45.09	\$46.63
Firefighter	\$30.57	\$31.94	\$33.40	\$34.90	\$36.49	\$38.14	\$39.86	\$41.66	\$43.52

Upon Ratification of Contract

Wage Rates Effective Upon Ratification by City Council (1st Pay Period Following)

PP Begin:

Check Date:

Step

		1	2	3	4	5	6	7	8	9
Position	Suppression (2,912 hours / year)									
	Fire Battalion Chief	\$30.81	\$31.88	\$32.99	\$34.14	\$35.33	\$36.56	\$37.83	\$39.15	\$40.53
	Paramedic Shift Supervisor	\$27.96	\$28.63	\$29.31	\$30.01	\$30.72	\$31.45	\$32.20	\$32.97	\$33.75
	Fire Captain	\$25.81	\$26.48	\$27.17	\$27.88	\$28.60	\$29.34	\$30.10	\$30.88	\$31.69
	F/AE/DM	\$22.17	\$22.93	\$23.72	\$24.53	\$25.37	\$26.24	\$27.14	\$28.07	\$29.03
	Firefighter	\$18.33	\$19.16	\$20.03	\$20.93	\$21.88	\$22.87	\$23.90	\$24.98	\$26.10
	Bureau (2,080 hours / year)									
	Fire Battalion Chief	\$43.13	\$44.63	\$46.19	\$47.80	\$49.46	\$51.18	\$52.96	\$54.81	\$56.74
	Paramedic Shift Supervisor	\$39.14	\$40.08	\$41.03	\$42.01	\$43.01	\$44.03	\$45.08	\$46.16	\$47.25
	Fire Captain	\$36.13	\$37.07	\$38.04	\$39.03	\$40.04	\$41.08	\$42.14	\$43.23	\$44.37
	F/AE/DM	\$31.04	\$32.10	\$33.21	\$34.34	\$35.52	\$36.74	\$38.00	\$39.30	\$40.64
	Firefighter	\$25.66	\$26.82	\$28.04	\$29.30	\$30.63	\$32.02	\$33.46	\$34.97	\$36.54

Year 2 ——— 3% Cost of living adjustment

Year 3 ——— 3% Cost of living adjustment

If the Papillion Fire Department has negotiated a wage increase for the 2023-2024 fiscal year that is greater than three percent (3%), the City and IAFF agree that this Agreement can be re-opened for good faith negotiation with respect to wages only, prior to the beginning of the 2024-2025 fiscal year. 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.

16m.
9/2/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: September 2, 2025		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 type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Aspen Park Disc Golf Course Renovation Project

SYNOPSIS/BACKGROUND:

Auguring and setting concrete. Building and installation of 19 hole baskets and tee sign posts for Aspen Park New Disc Golf Course Project.

FISCAL IMPACT:: \$18,500 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: American Disc Golf Design & Install INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Aspen Park 18 Hole Disc Golf Course

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: 7040 ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Mayor to approve the Proposal between the City of Bellevue and American Golf Design & Installation for Aspen Park Disc Golf Course Renovation Project not to exceed \$18,500.

ATTACHMENTS:

- 1. Proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




Aug 28th, 2025

Administration

- Prairie Hills Farm Development meeting for NC3 project and infrastructure planning.\
- United Cities meeting.
- Budget committee meetings.
- CEAB Contract negotiations.
- IAFF Contract negotiations.
- Wastewater discussions for South Sewer.
- Meeting with project developers for Entertainment district.
- Waterpark construction meetings.
- Pilgrim Landing developer meeting.
- Meeting with landowner for Inland Port Authority.
- NRD meeting on watershed study.
- Public meeting for streetscape and reconstruction on Mission Avenue.
- Website meeting with project manager.
- Bridge flats meeting for future development.
- Operational meeting with Street Superintendent and Public Works Director.
- Loudermill Hearing.
- Ribbon cutting Fungoes Premier BB & SB.
- Food bank meeting
- Rotary presentation.
- Tourism meeting
- Samsara presentation.
- City realtor (Kaufman) meeting.
- BPMA Contract negotiations.
- Meeting with Planning and Permits regarding Hotel on Ft Crook Rd.
- Meeting with developer regarding Amphitheaters designs.

Permits:

- No report available this month due to workload

Planning:

- Continued work with RDG on the Bellevue and Papillion Housing Resiliency Plan
- Attended virtual training for Floodplain Administrators hosted by the NE Department of Water, Energy, and Environment
- Conducted a Hard Surface Parking Committee meeting
- Met with a multi-family residential developer

Police:(See Attached)

Library: (See Attached)

CITY OF BELLEVUE
ADMINISTRATION REPORT

Fire: (See Attached)

Finance(See Attached)

Public Works(See Attached)

BELLEVUE POLICE DEPARTMENT **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: August 2025 Directors Report

DATE: August 27, 2025



- 8/05 – City Council Meeting
 - National Night Out
- 8/06 – Captain’s and Lieutenant’s Meeting
- 8/07 – National Policing Institute Fellows Call
- 8/12 – Mayor’s Youth Council Meeting
- 8/19 – Meeting with FBI Director Kash Patel
 - City Council Meeting
- 8/26 – Mayor’s Youth Council Meeting



We Influence The World!

M e m o

City of Bellevue Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 8/27/2025

- The 2025 Children's and Teen Summer Library programs concluded on July 31. Programs to round out the SLP were Coloring with First Responders, Storytime in Everett Park, and Music and Movement. The finale for the Children's program was Stomp, Chomp, and Roar, during which Dinosaur Ranger Anthony brought back dinosaurs using lifelike demonstrations. In the Teen program, final activities included a Tea Garden Workshop, a Make Stuff Art Lab, and the annual "Nailed It" baking competition. Prize winners in both age groups were awarded at the conclusion of the programs.
- With the additional activity of the Summer Library Programs, the library recorded some of its highest door counts on record. On Monday, June 23, 933 persons visited the library (the highest number this fiscal year other than the opening day of the new library). Overall, there were 15,539 persons through the library's doors in June with eight days recording over 500 persons, four days with over 600 persons and five with over 700 persons. Overall numbers in July were even higher with a total of 16,638 persons visiting the library, including eight days with over 500 persons, nine days with over 600 persons, and five with over 700 persons. During the two months, the library checked out 54,200 items, checked in 39,904 items, managed 8,103 holds, and registered 801 new patrons.
- The Bellevue Public Library Advisory Board held a regular monthly meeting on Wednesday, Aug. 20. In the annual election of officers, Evonne Edgington was elected to continue as president of the board, and Deb Stortvedt was elected to continue as vice president. In other business, the board reviewed the timeline for board certification through the Nebraska Library Commission and the library's accreditation (which will be reviewed again in 2026).
- Over 120 persons attended the National Night Out event hosted by the Youth Services Department at the library on Tuesday, Aug. 2. Bellevue First Responders participated, offering public demonstrations. Dino Storage generously provided a bounce house, plus food and water at no cost.
- The Bellevue Library Foundation met on Thursday, Aug. 14. The Board appointed Linda Hanson as a board member to fill the vacancy left by Lupe Mier's resignation. In other business, the Foundation board approved spending approximately \$10,000 to expand the computer lab in the adult area. This will cover the costs of adding two new tables, four computers, and software and other accessories as needed.
- On Aug. 14 over 60 persons attended Nebraska author Jeff Barne's presentation on the "The Forts of the Missouri Valley" in a Humanities Nebraska program as part of the Arrows to Aerospace celebration.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 8/26/2025

A. General Items:

- QA/QI
- Fall football games begin this week
- UNMC Chest Pain Committee Meeting upcoming
- NDMS (National Disaster Medical System) Meeting upcoming
- Populating scheduler thru end of year now that paramedic students are returning to shift
- Training hosted Leadership Bellevue class on Aug 20th.
- Training met with Papillion Fire to begin initial stages of planning next joint recruit academy.
- Continue to work on ESO from Zoll switch over for our reporting systems.

B. Training:

- Paramedic class complete, waiting on completion certificates to schedule national registry
- Second class of rope and trench rescue started.
- School bus extraction (bus donated by Bellevue Public Schools)
- Boat training.

C. Inspections:

- Fire alarm acceptance test Bellevue West High School.
- Underground tank inspection Kwik Shop 602 Galvin Rd.
- Plan review Gregg Rd. Apartments 2002-2004 Gregg Rd.
- Bellevue West High School fire alarm acceptance test.
- Fire alarm plan review 2032 Gregg Rd.



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D. Fire Prevention/Public Education

- 1 New Smoke and CO detector installs
- 1 Detector battery replacement encounters for elderly citizens
- 2 Daycare Visits with engines and medics
- 1 Career Fair

E. Calls: July 29th through August 25th

Fire – 148

Rescue – 379

F. Ambulance Billing

July 1-31, 2025

\$ 342,564.40 in claims sent to health insurance companies July 1-31, 2025 (392 insurance claims).

<\$154,153.98> approximate amount we will have to write off due to mandatory adjustments/write-offs

(45% of \$342,564.40)

=====

\$ 188,410.42 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 122,931.73 deposited into the bank July 1-31, 2025

16,047.37 additional revenue in Credit/Debit/HSA card payments

=====

\$ 138,979.10 TOTAL July 1-31, 2025 rescue fee revenue

\$ 261,012.40 This figure represents the total “patient responsibility” balance due for the past 30-180 days.



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F. Manpower Report Staffing

Staffing Report from 7/28/2025 through 8/3/2025

Monday	AM	E31, E41	3 Person	
Monday	PM	E31	3 Person	
Tuesday	AM	E31	3 Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	T31	3 Person	
Thursday	AM	E41	3 Person	
Thursday	PM	Full		
Friday	AM	T21, E1	3 Person	
Friday	PM	E21, E41, T31	3 Person	
Saturday	AM	T31	3 Person	
Saturday	PM	Full		
Sunday	AM	T31 3 Person	E41 Closed	
Sunday	PM	E1, E41	3 Person	

Staffing Report from 8/4/2025 through 8/10/2025

Monday	AM	T31,E41	3 Person	
Monday	PM	E1, E41	3 Person	
Tuesday	AM	T31	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1	3 Person	
Thursday	PM	E1, T21, E31, E41	3 Person	
Friday	AM	E1, T21, E31, E41	3 Person	
Friday	PM	E1, E41	3 Person	
Saturday	AM	E1, T21, E31, E41	3 Person	
Saturday	PM	E1, T21, E31, E41	3 Person	
Sunday	AM	T21, E31, E41	3 Person	
Sunday	PM	T21, E41	3 Person	



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Staffing Report from 8/11/2025 through 8/17/2025

Monday	AM	E1, T21, E31, E41	3 Person	
Monday	PM	E41	3 Person	
Tuesday	AM	T21, E41	3 Person	
Tuesday	PM	T21, E41	3 Person	
Wednesday	AM	E1, E41	3 Person	
Wednesday	PM	E1, E41	3 Person	
Thursday	AM	T21, E41	3 Person	
Thursday	PM	Full		
Friday	AM	T21, E41	3 Person	
Friday	PM	T21, E31, E41	3 Person	
Saturday	AM	E1, T21, E41	3 Person	
Saturday	PM	E1, T21, E41	3 Person	
Sunday	AM	E1, T21, E31, E41	3 Person	
Sunday	PM	E1, T21, E31	3 Person	

Staffing Report from 8/18/2025 through 8/24/2025

Monday	AM	E41	3 Person	NO EMS
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31, E41	3 Person	
Thursday	PM	T21, E1	3 Person	
Friday	AM	T21	3 Person	
Friday	PM	Full		
Saturday	AM	E1, T21, E31, E41	3 Person	NO EMS
Saturday	PM	T21, T31, E41	3 Person	NO EMS
Sunday	AM	T21, E41	3 Person	NO EMS
Sunday	PM	Full		

Financials

The full year forecast for the 2024-2025 fiscal year indicates that the City will exit the year with a surplus (the budget was a \$3 million deficit).

The City has a preliminary 2025-2026 Budget that balances anticipated revenues with spending.

	City-Wide 2025-26 Budget
Forecasted Fund Balance (Cash) at 09-30-25	\$ 54,009,378
FYE2026 Budgeted Revenues	\$ 195,118,071
FYE2026 Budgeted Total Resources Available	\$ 249,127,449
FYE2026 Budgeted Expenditures	\$ 195,118,071
Budgeted Fund Balance (Cash) at 09-30-26	\$ 54,009,378
Cash as a % of Budgeted Expenditures	27.7%

The following illustrates an average property tax scenario:

PROPERTY TAX LEVY BY TAX AUTHORITY

- Homes and other properties within the City of Bellevue support different taxing authorities such as Bellevue Public Schools, the City of Bellevue, Sarpy County, and Papio Missouri Natural Resources District. The City of Bellevue’s total tax levy proposed for the FYE 2026 budget is \$0.61 per \$100 of assessed property value.

Property Taxes by Collecting Agency

<u>Median Home Price - Bellevue</u>		<u>\$ 296,500</u>	
Tax Description	Rate	Tax Amount	% Allocation
BELLEVUE SCHOOL	1.157567	\$ 3,432.19	54.258%
CITY OF BELLEVUE	0.610000	\$ 1,808.65	28.592%
SARPY COUNTY	0.284960	\$ 844.91	13.357%
PAPIO NRD	0.029568	\$ 87.67	1.386%
AGRICULTURAL SOCIETY	0.002671	\$ 7.92	0.125%
All Other Agencies	0.048689	\$ 144.36	2.282%
	2.133455	\$ 6,325.70	100%

The City of Bellevue represents 28.59% of your property tax bill.



Bellevue Public Schools
54.26%

City of Bellevue
28.59%

Sarpy County 13.36%
All Other 3.79%



We Influence The World!

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Public Works Director's Report

August 28, 2025

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:

- Working with Consultant to develop PW Dept Strategic Plan
- 2025 Construction Projects Underway
- 2025/26 Budget and C.I.P.

Engineering:

- Various project management projects
 - 2025 Concrete Rehab Projects
 - Mission Ave Streetscape Project
 - Haworth Park and Bluff Street Lift Station Project
 - 2025 Asphalt Overlay Projects
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Summer Programs Concluding
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms

- Pothole repairs
- Sign and signal repairs
- Summer maintenance operations ongoing
- Concrete and asphalt repairs

Waste Water:

- Jetting
- Lift station inspections
- Public Outreach/Education for Solid Waste and CIPP Programs
- Projects let and awarded
 - CIPP Design Process
 - Bluff Street Lift Station plan
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for warm weather season

Fleet:

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities